

ORDINANCE 2017-01

persons in wheelchairs, and
(c) All premises within such dwellings contain the following features of adaptive design:

- (i) An accessible route into and through the dwelling;
- (ii) Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; and

(iii) Reinforcements in bathrooms such that an individual in a wheelchair can maneuver about the space.

Compliance with the appropriate requirement Americans with Disabilities Act of 1990 and of the American National Standard for Buildings and Facilities providing accessibility and usability for physically handicapped people (commonly cited as "ANSI A117.1") suffices to satisfy the requirements of paragraph (3)(c)(iii).

Nothing in this subsection requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals of whose tenancy would result in substantial physical damage to the property of others.

§ 91.05 DISCRIMINATION IN RESIDENTIAL REAL ESTATE-RELATED TRANSACTIONS.

(A) It shall be unlawful for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, religion, sex, handicap, familial status, or national origin.

(B) As used in this section, the term residential real estate-related transaction means any of the following:

- (1) The making or purchasing of loans or providing other financial assistance;
- (a) For purchasing, constructing, improving, repairing, or maintaining a dwelling; or
- (b) Secured by residential real estate.
- (2) The selling, brokering, or appraising of residential real property.
- (C) Nothing in this Chapter prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, color, religion, national origin, sex, handicap, or familial status.

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§ 91.06 DISCRIMINATION IN THE PROVISION OF BROKERAGE SERVICE.

It shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, handicap, familial status or national origin.

§ 91.07 INTERFERENCE, COERCION, OR INTIMIDATION

It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by sections 91.03 through 91.06 of this Chapter.

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§ 91.08 PREVENTION OF INTIMIDATION IN FAIR HOUSING CASES

Whoever, whether or not acting under code or law, by force or threat of force willfully injures, intimidates or interferes with, or attempts to injure, intimidate or interfere with:

(A) Any person because of his race, color, religion, sex, handicap, familial status, or national origin and because he is or has been selling, purchasing, renting, financing, occupying, or contracting or negotiating for the sale, purchase, rental, financing or occupation of any dwelling, or applying for or participating in any service, organization, or facility relating to the business of selling or renting dwellings; or

(B) Any person because he is or has been, or in order to intimidate such person or any other person or any class of persons from:

- (1) Participating, without discrimination on account of race, color, religion, sex, handicap, familial status, or national origin, in any of the activities, services, organizations or facilities described in subsection (A); or
- (2) Affording another person or class of persons opportunity or protection so to participate; or

(C) Any citizen because he is or has been, or in order to discourage such citizen or any other citizen from lawfully aiding or encouraging other persons to participate, without discrimination on account of race, color, religion, sex, handicap, familial status, or national origin, in any of the activities, services, organizations or facilities described in subsection (A); or participating lawfully in speech or peaceful assembly opposing any denial of the opportunity to participate shall be fined according to local, state and federal law; and if bodily injury results shall be fined not more than \$10,000 or imprisoned not more than ten years, or both; and if death results shall be subject to imprisonment for any term of years or for life.

§ 91.09 EQUAL ACCESS TO HOUSING IN HUD PROGRAMS

Pursuant to 24 CFR Part 5.403 and 24 CFR Part 574.3 the definition of "family" is revised to include families regardless of the actual or perceived sexual orientation, gender identity, or marital status of its members.

§ 91.10 EXEMPTIONS

(A) Exemptions defined or set forth under Title 22-9-5-3 et. seq. of Indiana Code shall be exempt from the provisions of this Chapter to include those activities or organizations set forth under subsections (B) and (C) of this Section.

(B) Nothing in this Chapter shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised or controlled by or in

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conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color or national origin. Nor shall anything in this Chapter prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodging to its members or from giving preference to its members.

(C) Nothing in this Chapter regarding familial status shall apply with respect to housing for older persons. As used in this Section, "housing for older persons" means housing:

- (1) Provided under any state or federal program that the Secretary of the Federal Department of Housing and Urban Development or the state civil rights commission determines is specifically designed and operated to assist elderly person (as defined in the state or federal program); or
- (2) Intended for, and solely occupied by, person sixty-two (62) years of age or older; or
- (3) Intended and operated for occupancy by at least one person fifty-five (55) years of age or older per unit.

§ 91.11 ADMINISTRATIVE ENFORCEMENT OF ORDINANCE

(A) The authority and responsibility for properly administering this Chapter and referral of complaints shall be vested in the Chief Elected Official of Warrick County, Indiana.

(B) Notwithstanding the provisions of I.C. 22-9-5-4-8, Warrick County, Indiana, because of lack of financial and other resources necessary to fully administer enforcement proceedings and possible civil actions under the Chapter, herein elects to refer all formal complaints of violation of the articles of this Chapter by complainants to the Indiana Civil Rights Commission for administrative enforcement actions pursuant to Title 22-9-6 of Indiana Code and the Chief Elected Official of Warrick County, Indiana, shall refer all such complaints to the Commission as provided for under subsection (A) of this Section, to said Commission for purposes of investigation, resolution and appropriate relief as provided for under Title 22-9-5-6 of Indiana Code.

(C) All executive departments and agencies of Warrick County, Indiana, shall administer their departments, programs and activities relating to housing and urban development in a manner that shall be consistent with the intent of this Chapter and shall cooperate with the Chief Elected Official and the Commission to further such purposes.

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(D) The Chief Elected Official of Warrick County, Indiana, or the Chief Elected Official's designee, shall provide information on remedies available to any aggrieved person or complainant requesting such information.

§ 91.12 SEVERABILITY OF SECTIONS

If any Section of this Chapter or the application thereof to any person or circumstances shall be determined to be invalid, the remainder of the Chapter and the application of its provisions to other persons not similarly situated or to other circumstances shall not be affected thereby.

Passed and adopted by the Warrick County Board of Commissioners this 9th day of January 2017, First Reading; Approved Second and Third Readings on this 23rd day of January, 2017.

WARRICK COUNTY BOARD OF COMMISSIONERS

Martin Weisheit
Martin Weisheit, President

Dan Saylor
Dan Saylor, Vice President

Bob Johnson
Bob Johnson, Member

ATTEST:

Deborah C. Stevens
Deborah C. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd I. Glass
Todd I. Glass, Esq. #13982-18
FINE & HATFIELD, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-5592
Warrick County Attorney

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FOR: County of Warrick
107 W. Locust St.
Boonville, IN 47601
812-474-6825
<http://www.warrickcounty.gov>

BY: Keller Schroeder
1920 Carriage Drive
Evansville, IN 47715
812-474-6825
<http://www.kellerschroeder.com>

Proactive Performance Management Agreement

Prepared By: Ty Eblen, Account Development Manager Date: January 19, 2017
Corey Almscough, Director, Network Solutions

Project Statement: Keller Schroeder (KS) proposes to provide Systems Support to the County of Warrick ("Client") to perform the tasks outlined below with respect to systems administration, information systems architecture, and common practice recommendations.

Keller Schroeder Assumptions:

1. Tasks undertaken by KS personnel will be performed at the client's location(s) or at the KS offices as determined appropriate by the engineering resources assigned to the project.
2. KS will provide engineering and technical leadership to accomplish the tasks outlined below.
3. KS will depend on the Client to provide details pertaining to site-specific information needed to perform the identified tasks. This includes, but is not limited to, remote access, addresses of all systems covered by this agreement, operating systems of all systems covered by this agreement, hardware information, physical location, software installed on all systems, and credentials to access information required to perform tasks agreed upon as part of this scope.
4. KS retains the right to integrate different engineers during the timeline of the project as deemed appropriate and necessary to provide the best possible service based on required tasks.
5. This proposal does not include time for any communication to network users. Client assumes all responsibility for adhering to change management practices, communicating downtime requirements, and any internal communications with users of the impacted systems.
6. KS will rely on Client staff to coordinate any communication with Client employees or business partners related to changes associated with this project.
7. KS personnel will be provided necessary security access to all systems and network devices pertinent to performing the tasks outlined within the scope of this document.

- 8. KS personnel will be provided the necessary safety training and apparel to meet Client standards for the environment in which the engineers will be asked to perform work. The expenses for these items, if any, will be passed through from KS to the Client.
- 9. Client will be responsible for providing appropriate workspace for KS systems administrator while onsite. This includes network connectivity, internet connectivity, and access to a telephone.
- 10. This agreement does not include services for routine break/fix support services. It is for the proactive Preventive Performance Management Tasks.

County of Warrick Assumptions:

- 1. If requirements dictate needs beyond the scope of the outlined KS assumptions, Client will coordinate with KS to determine the specific project needs. Upon approval of the additional SCWV, KS will deploy additional technical staff specifically for those projects.
- 2. KS will provide the same engineering staff to the greatest extent possible for the duration of this agreement to maximize the benefits of familiarity with the Client environment.
- 3. Client will be able to submit, update, and view history for all of the Client's support tickets opened with Keller Schroeder for the duration of this agreement using email or the Keller Schroeder support portal. Access to the support portal will be provided for a list of users provided by the Client.
- 4. Client reserves the right to cancel this agreement at any time with (30) days' notice to Keller Schroeder of the intent to terminate the agreement.
- 5. Keller Schroeder Participates in the E-Verify Program (I.C. 22-5-1-7): Keller Schroeder provides information from each new employee's Form I-9 to confirm work authorization.

Proactive Performance Management Tasks according to the frequency proposed in the Summary of Costs

- 1. Perform log review, capacity planning, and system assessment at the frequency noted in the Summary of Costs description.
- 2. Provide a summary of systems status, including recommendations for improvements and areas of concern. This will include reviewing backups and overall network health each visit at the frequencies noted in the Summary of Costs description.
- 3. Once a centralized anti-virus and patching platform is appropriately deployed outside the scope of this agreement, system updates and anti-virus updates are implemented on servers and workstations as approved by Client.
- 4. Create and maintain documentation of all systems covered by this agreement.
- 5. Provide technical input on design and architecture decisions being considered by client.

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- 6. Participate in strategic systems and network design sessions to provide input on appropriate technical considerations.
- 7. Perform one vulnerability scan per quarter for one device and provide summarized findings to Client.
- 8. Provide routine systems administration and maintenance for all Windows servers within Client environment.
- 9. Provide a document after each visit confirming the checks that were completed and identifying any issues that were discovered.

Summary of Costs

Provides engineering staff for systems administration activities through the contract period based on the following schedule:

- 1. (1) 2-hour visit every other week
- 2. Services provided from February 6, 2017 to February 5, 2018

Proactive Performance Management

\$570 / mo

Client will be invoiced monthly for actual hours accrued

This estimate is valid for 30 days.

Authorization:

Keller Schroeder

Name: Ty Eblen

Title: Senior Account Manager

Signed: [Signature]

Date: 1/24/2017

County of Warrick

Name: Marlin Weishelt

Title: President, Warrick Co. Commissioners

Signed: [Signature]

Date: January 9, 2017

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ACCEPTANCE OF STORAGE GUARDIAN AGREEMENT

The Warrick County Board of Commissioners hereby accepts Storage Guardian, Inc's Proposal and StorageGuard Service Level Agreement (collectively referred to herein and attached hereto as the "Agreement"), with the following conditions:

- 1. The Agreement is effective for one (1) year beginning on January 23, 2017 and ending on January 23, 2018, and can be terminated by either party.
- 2. **E-Verify Program.**
Pursuant to Indiana Code 22-5-1-7-11 (b)(2), Storage Guardian shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Code 22-5-1-7-11 (b)(2)). Storage Guardian shall provide the required documentation proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that Storage Guardian has successfully enrolled in E-Verify.

This Agreement is hereby executed on this the 23rd day of January, 2017.

STORAGE GUARDIAN, INC

WARRICK COUNTY

BOARD OF COMMISSIONERS

By: _____

Its: _____

Date: _____

[Signature]

Marlin Weishelt, President

[Signature]

Bob Johnson, Member

ATTEST:

[Signature]

Deborah K. Stevens, Auditor

Warrick County, Indiana

Check History Register

Check #	Amount	Vendor #	Name	Check	Bank Account	Check Amt	Type	Status	Batch
50207	4000	4000	TEAMETERS LOCAL #215	1/10/2017	FFS 01	4.00	Check	Outstanding	5123
50208	4288	4288	DIVISION OF CHILD SUPPORTS	1/10/2017	FFS 01	104.00	Check	Outstanding	5123
50209	13360	13360	F. STEPHEN SMILTS	1/10/2017	FFS 01	131.85	Check	Outstanding	5123
50210	14398	14398	WARRICK CO TREASURER	1/10/2017	FFS 01	1,183.75	Check	Outstanding	5123
50211	18375	18375	CLERK - WARRICK COUNTY SUPERIOR COU	1/10/2017	FFS 01	395.00	Check	Outstanding	5123
50212	19084	19084	SPENCER COUNTY CLERK	1/10/2017	FFS 01	30.00	Check	Outstanding	5123
50213	22065	22065	VANDERBURGH COUNTY CLERK	1/10/2017	FFS 01	217.50	Check	Outstanding	5123
50214	23016	23016	WARRICK CO TREASURER-GARNISHMENTS	1/10/2017	FFS 01	85.73	Check	Outstanding	5123
50215	2031	2031	BOONVILLE UTILITIES	1/10/2017	FFS 01	3,097.46	Check	Outstanding	5126
50216	13999	13999	DELTA PROPRIETIES LLC	1/10/2017	FFS 01	2,400.00	Check	Outstanding	5126
50217	2025	2025	BOONVILLE NATURAL GAS CORP.	1/10/2017	FFS 01	1,052.15	Check	Outstanding	5126
50218	10237	10237	VECTREN ENERGY DELIVERY	1/10/2017	FFS 01	288.50	Check	Outstanding	5126
50219	3537	3537	KELVIN SCOTT BERGAS THEIMAETEHS	1/10/2017	FFS 01	6,100.00	Check	Outstanding	5126
50220	22055	22055	WARRICK CO SWCD	1/10/2017	FFS 01	45,759.00	Check	Outstanding	5126
50221	15740	15740	APPLIED LAND SOLUTIONS	1/10/2017	FFS 01	3,193.75	Check	Outstanding	5126
50222	15499	15499	TOM MAAS HOMES	1/10/2017	FFS 01	4,418.00	Check	Outstanding	5126
50223	10105	10105	PATRIOT ENGINEERING & ENVIRONMENTAL	1/10/2017	FFS 01	308.85	Check	Outstanding	5126
50224	1034	1034	ASSOC IN PROBUCURING ATTORNEYS	1/10/2017	FFS 01	650.00	Check	Outstanding	5126
50225	6008	6008	HEWLETT-PACKARD	1/10/2017	FFS 01	409.00	Check	Outstanding	5126
50226	3096	3096	HOCH USA INC	1/10/2017	FFS 01	10.73	Check	Outstanding	5126
50227	32004	32004	WARRICK CO COUNCIL ON AGING	1/10/2017	FFS 01	80,000.00	Check	Outstanding	5126
50228	13052	13052	MOHLEY & ASSOCIATES INC.	1/10/2017	FFS 01	308.28	Check	Outstanding	5126
50229	80255	80255	HAPER ASSOCIATES INC.	1/10/2017	FFS 01	4,520.00	Check	Outstanding	5126
50230	13869	13869	DELTA PROPRIETIES LLC	1/10/2017	FFS 01	2,400.00	Check	Outstanding	5126
50231	10869	10869	J&K ASSOCIATES INC	1/10/2017	FFS 01	16,035.00	Check	Outstanding	5126
50232	6023	6023	HOESLER BUSHBUS MACHINES INC.	1/10/2017	FFS 01	100.82	Check	Outstanding	5126
50233	4654	4654	PINE GIBSON WATER, INC	1/10/2017	FFS 01	16.79	Check	Outstanding	5126
50234	88112	88112	INDIANA CO TREASURER ASSC	1/10/2017	FFS 01	282.27	Check	Outstanding	5126
50235	17710	17710	CARD SERVICE CENTER	1/10/2017	Manual	498.71	Manual	Outstanding	5126
50236	10166	10166	CULLICAN OF EVANSVILLE	1/10/2017	FFS 01	436.75	Check	Outstanding	5126
50237	23913	23913	WARRICK CO JAIL COMMISSARY	1/10/2017	FFS 01	1,507.16	Check	Outstanding	5126
50238	2616	2616	BOB BARKER COMPANY INC.	1/10/2017	FFS 01	86.72	Check	Outstanding	5121
50239	17202	17202	SUPPLYZONE	1/10/2017	FFS 01	454.70	Check	Outstanding	5121
50240	17296	17296	CHIEF SUPPLY CORP	1/10/2017	FFS 01	300.00	Check	Outstanding	5121
50241	17113	17113	DUMPER TO DUMPER / RYS CHANDLER	1/10/2017	FFS 01	13.58	Check	Outstanding	5121
50242	1000	1000	AIGHER HARDWARE	1/10/2017	FFS 01	14.09	Check	Outstanding	5121
50243	14884	14884	WASHKI VALLEY SERVICE CO	1/10/2017	FFS 01	3,223.11	Check	Outstanding	5121
50244	12852	12852	SYNCRGY PARTNERS LLC	1/10/2017	FFS 01	282.63	Check	Outstanding	5121
50245	2001	2001	B-NIVE PRINTING	1/10/2017	FFS 01	100.26	Check	Outstanding	5121
50246	20942	20942	THE LANG COMPANY	1/10/2017	FFS 01	115.67	Check	Outstanding	5121
50247	7620	7620	HERRIS BODY SHOP	1/10/2017	FFS 01	100.00	Check	Outstanding	5121
50248	7004	7004	GEM CHEMICAL COMPANY, INC	1/10/2017	FFS 01	822.03	Check	Outstanding	5121
50249	13208	13208	KENWAY DISTRIBUTORS INC	1/10/2017	FFS 01	220.00	Check	Outstanding	5121
50250	3934	3934	ST. MARY'S WARRICK HOSPITAL	1/10/2017	FFS 01	790.28	Check	Outstanding	5121
50251	5040	5040	EMERGENCY PROP OF INDIANA PC	1/10/2017	FFS 01	175.20	Check	Outstanding	5121
50252	5951	5951	EVANSVILLE SURGICAL ASSOCIATES	1/10/2017	FFS 01	128.21	Check	Outstanding	5121
50253	1270	1270	WARRICK CO DEPT OF PARKS & REC	1/10/2017	FFS 01	322.22	Check	Outstanding	5121
50254	17428	17428	CAYLER LUMBER	1/10/2017	FFS 01	634.52	Check	Outstanding	5121
50255	15001	15001	OFFICE DEPOT, INC(OUTDATED)	1/10/2017	FFS 01	31.98	Check	Outstanding	5121
50256	3095	3095	RECOC USA INC	1/10/2017	FFS 01	269.89	Check	Outstanding	5121
50257	14846	14846	MTA HEADSHAW	1/10/2017	FFS 01	300.00	Check	Outstanding	5121
50258	17881	17881	DAN TAYLOR	1/10/2017	FFS 01	150.00	Check	Outstanding	5121
50259	17923	17923	TYLER NEFF	1/10/2017	FFS 01	290.00	Check	Outstanding	5121
50260	10888	10888	KEITH A COMBS	1/10/2017	FFS 01	160.00	Check	Outstanding	5121
50261	88181	88181	DANIEL ROACH	1/10/2017	FFS 01	200.00	Check	Outstanding	5121
50262	18284	18284	WARRICK COUNTY THIRASURSH	1/10/2017	FFS 01	358.79	Check	Outstanding	5124
50263	11422	11422	UNIFIRST CORPORATION	1/10/2017	FFS 01	88.98	Check	Outstanding	5124
50264	20951	20951	WARRICK SOLID WASTE MGT DIST.	1/10/2017	FFS 01	01.80	Check	Outstanding	5124
50265	62200	62200	OTTELLY AUTO PARTS	1/10/2017	FFS 01	20.44	Check	Outstanding	5124
50266	1008	1008	ACHER HARDWARE	1/10/2017	FFS 01	114.19	Check	Outstanding	5124
50267	1567	1567	CDW GOVERNMENT, INC.	1/10/2017	FFS 01	1,828.99	Check	Outstanding	5124
50268	20019	20019	THE LANG COMPANY	1/10/2017	FFS 01	77.31	Check	Outstanding	5124
50269	10208	10208	CORRISPT, LLC	1/10/2017	FFS 01	225.60	Check	Outstanding	5124
50270	19149	19149	BENTNELL CHPENDER SERVICES LLC	1/10/2017	FFS 01	102.60	Check	Outstanding	5124
50271	14191	14191	ALAMARK	1/10/2017	FFS 01	32.32	Check	Outstanding	5124
50272	14808	14808	THE MURPHY ELEVATOR CO INC	1/10/2017	FFS 01	893.60	Check	Outstanding	5124
50273	13712	13712	MANITO TO BUSHBUS MTR CHANDLER	1/10/2017	FFS 01	12.08	Check	Outstanding	5124
50274	8750	8750	PIANHA SHIPBOARDING/TECHNO INC.	1/10/2017	FFS 01	80.00	Check	Outstanding	5124
50275	1103	1103	ALEXANDER NEWBROUGH CHAPEL	1/10/2017	FFS 01	100.00	Check	Outstanding	5124
50276	15430	15430	JEFF WILLIS	1/10/2017	FFS 01	50.00	Check	Outstanding	5124
50277	2891	2891	MARK MOSENIK	1/10/2017	FFS 01	00.00	Check	Outstanding	5124
50278	2940	2940	MARK WIRCK	1/10/2017	FFS 01	00.00	Check	Outstanding	5124
50279	762	762	DOUG HOHM	1/10/2017	FFS 01	00.00	Check	Outstanding	5124
50280	14648	14648	JEFFREY L VALIANT	1/10/2017	FFS 01	00.00	Check	Outstanding	5124
50281	15004	15004	OFFICE DEPOT, INC(OUTDATED)	1/10/2017	FFS 01	00.00	Check	Outstanding	5124
50282	11918	11918	ROBLER FUNERAL HOME, INC.	1/10/2017	FFS 01	440.79	Check	Outstanding	5124
50283	2028	2028	WARRICK PUBLISHING CO	1/10/2017	FFS 01	100.00	Check	Outstanding	5124
50284	11542	11542	TEL/DATA COMMUNICATIONS OF IN	1/10/2017	FFS 01	31.40	Check	Outstanding	5124
50285	3837	3837	ALPHA LABS REFINERY	1/10/2017	FFS 01	32.00	Check	Outstanding	5124
50286	92005	92005	ORILL CORPORATION	1/10/2017	FFS 01	928.79	Check	Outstanding	5124
50287	2181	2181	STAPLES CREDIT PLAN	1/10/2017	FFS 01	98.89	Check	Outstanding	5124
50288	2026	2026	BOONVILLE NATURAL GAS CORP.	1/10/2017	FFS 01	208.83	Check	Outstanding	5122
50289	2031	2031	BOONVILLE UTILITIES	1/10/2017	FFS 01	70.75	Check	Outstanding	5122
50290	18367	18367	COURTNEY PERDORN	1/10/2017	FFS 01	82.88	Check	Outstanding	5122
50291	1502	1502	CDW GOVERNMENT, INC.	1/10/2017	FFS 01	822.18	Check	Outstanding	5122
50292	17462	17462	GREG A CHANDLER	1/10/2017	FFS 01	16.38	Check	Outstanding	5122
50293	18937	18937	FIRST ADVANTAGE INSURANCE	1/10/2017	FFS 01	1,012.50	Check	Outstanding	5124
50294	2021	2021	BOONVILLE UTILITIES	1/10/2017	FFS 01	1,737.78	Check	Outstanding	5124
50295	2025	2025	BOONVILLE NATURAL GAS CORP.	1/10/2017	FFS 01	2,490.15	Check	Outstanding	5124
50296	18037	18037	VECTREN ENERGY DELIVERY	1/10/2017	FFS 01	310.20	Check	Outstanding	5124
50297	2016	2016	CHANDLER UTILITIES	1/10/2017	FFS 01	24.83	Check	Outstanding	5124
50298	11600	11600	FIFTH THIRD BANK	1/10/2017	FFS 01	308.47	Check	Outstanding	5124
50299	18008	18008	OLD NATIONAL BANK--TRUSTEE	1/10/2017	FFS 01	193.07	Check	Outstanding	5124
50300	18569	18569	SHOCKEY, JENNY	1/10/2017	FFS 01	121.50	Check	Outstanding	5124
50301	18551	18551	SHUELA LACH	1/10/2017	FFS 01	88.03	Check	Outstanding	5124
50302	17711	17711	LOWE, KATHRYN	1/10/2017	FFS 01	159.00	Check	Outstanding	5124
50303	18789	18789	ST. MARY'S MEDICAL GROUP LLC	1/10/2017	FFS 01	348.00	Check	Outstanding	5124
50304	18194	18194	CLARK BIETZ, INC.	1/10/2017	FFS 01	20,100.79	Check	Outstanding	5124
50305	24003	24003	U.S. PORTLANDTITE	1/10/2017	FFS 01	1,116.01	Check	Outstanding	5124
50306	3010	3010	MAKEN CORPORATION	1/10/2017	FFS 01	379.00	Check	Outstanding	5124
50307	2072	2072	CHANDLER UTILITIES	1/10/2017	FFS 01	30.20	Check	Outstanding	5124
50308	4361	4361	WOW'S BUSINESS	1/10/2017	FFS 01	361.88	Check	Outstanding	5124
50309	18074	18074	ROBIN SHELLELL (COFC)	1/10/2017	FFS 01	3,701.42	Check	Outstanding	5126
50310	16885	16885	ISC	1/10/2017	FFS 01	508.33	Check	Outstanding	5126
50311	10137	10137	FINE & HATFIELD, PC	1/10/2017	FFS 01	187.27	Check	Outstanding	5126
50312	96301	96301	FIRST BANKCARD	1/10/2017	FFS 01	6,373.60	Check	Outstanding	5126
50313	80207	80207	UNITED CONSULTING ENGINEERS	1/10/2017	FFS 01	1,261.38	Check	Outstanding	5126
50314	18000	18000	TIME WARRICK CABLE	1/10/2017	FFS 01	2,200.00	Check	Outstanding	5126
50315	18084	18084	U.S. BANK	1/10/2017	FFS 01	105.00	Check	Outstanding	5126
50316	2010	2010	LOCHMULLER GROUP	1/10/2017	FFS 01	48.15	Check	Outstanding	5126
50317	11828	11828	AMERICAN STRUCTUREPOINT INC	1/10/2017	FFS 01	27,430.87	Check	Outstanding	5126
50318	1837	1837	TREASURER OF STATE OF INDIANA	1/10/2017	FFS 01	30,979.38	Check	Outstanding	5126
50319	1830	1830	WARRICK COUNTY TREASURER	1/10/2017	FFS 01	62.79	Check	Outstanding	5126
50320	3020	3020	CLERK-TREASURER-LYNNVILLE	1/10/2017	FFS 01	60,961.85	Check	Outstanding	5126
50321	3020	3020	CLERK-TREASURER-ELBERFELD	1/10/2017	FFS 01	662.52	Check	Outstanding	5126
50322	3028	3028	CLERK-TREASURER-CHANDLER	1/10/2017	FFS 01	885.14	Check	Outstanding	5126
50323	2								

Warrick County Board of Commissioners Meeting Minutes

January 23, 2017

80320	7872	BOSTON MUTUAL LIFE INSURANCE CO	1/12/2017	FFS 01	1,684.60	Check	Outstanding	5138
80321	84160	MEHANTO ELECTRIC INC.	1/12/2017	FFS 01	854.08	Check	Outstanding	5138
80322	3037	ALPHA LABER SERVICES	1/12/2017	FFS 01	21.48	Check	Outstanding	5138
80323	17090	CHILD SUPPORT ENFORCEMENT AGENCY	1/12/2017	FFS 01	160.20	Check	Outstanding	5138
80324	816	WARRICK COUNTY TREASURER	1/12/2017	FFS 01	161.82	Check	Outstanding	5138
80325	18104	JACOB GREAR	1/12/2017	FFS 01	22.96	Check	Outstanding	5142
80326	8077	INDIANA OFFICE OF TECHNOLOGY	1/12/2017	FFS 01	129.44	Check	Outstanding	5142
80327	1078	AT&T CAPITAL SERVICES, INC	1/12/2017	FFS 01	20,320.91	Check	Outstanding	5142
80328	2113	CLUCK KENNEY	1/12/2017	FFS 01	100.74	Check	Outstanding	5142
80329	4261	WOMEN BUSINESS	1/12/2017	FFS 01	284.27	Check	Outstanding	5142
80330	3010	LODMULLER GROUP	1/12/2017	FFS 01	9,114.14	Check	Outstanding	5142
80331	18088	OLD NATIONAL BANK-TREASURER	1/12/2017	FFS 01	168,889.00	Check	Outstanding	5142
80332	18996	NOMAD TECHNOLOGY GROUP	1/12/2017	FFS 01	2,792.83	Check	Outstanding	5142
80333	3037	ALPHA LABER SERVICES	1/12/2017	FFS 01	27.37	Check	Outstanding	5142
80334	18668	DOBBS CONSULTING	1/12/2017	FFS 01	880.00	Check	Outstanding	5142
80335	2201	VAN MURRAY AND PATRICK	1/12/2017	FFS 01	58.90	Check	Outstanding	5142
80336	19001	WARRICK COUNTY	1/12/2017	FFS 01	222.10	Check	Outstanding	5142
80337	2001	BOONVILLE UTILITIES	1/12/2017	FFS 01	430.24	Check	Outstanding	5142
80338	18037	WESTERN ENERGY DELIVERY	1/12/2017	FFS 01	30.02	Check	Outstanding	5142
80339	2028	BOONVILLE NATURAL GAS CORP.	1/12/2017	FFS 01	870.29	Check	Outstanding	5142
80340	18585	TECHVIEW CORP	1/12/2017	FFS 01	3,200.00	Check	Outstanding	5142
80341	4464	HARRIS COMPUTER SYSTEMS	1/12/2017	FFS 01	33,320.46	Check	Outstanding	5142
80342	18588	U.S. BANK	1/12/2017	FFS 01	86.16	Manual	Outstanding	5144
80343	2042	THE LAND COMPANY	1/12/2017	FFS 01	15.09	Check	Outstanding	5129
80344	8437	MATRIE ARMS & AMMUNITION INC	1/12/2017	FFS 01	177.00	Check	Outstanding	5129
80345	18069	SIBBELS	1/12/2017	FFS 01	88.83	Check	Outstanding	5129
80346	1100	ALUMINUM HANDVAHL	1/12/2017	FFS 01	42.44	Check	Outstanding	5129
80347	11713	BUMPER TO BUMPER / BTB CHANDLER	1/12/2017	FFS 01	745.28	Check	Outstanding	5129
80348	10243	AT&B	1/12/2017	FFS 01	45.00	Check	Outstanding	5129
80349	10094	PEET FOOD DEPOT	1/12/2017	FFS 01	81.98	Check	Outstanding	5129
80350	23024	ST. MARY'S WARRICK HOSPITAL	1/12/2017	FFS 01	333.37	Check	Outstanding	5129
80351	7872	AMERICAN DENTAL SERVICE, INC	1/12/2017	FFS 01	1,919.00	Check	Outstanding	5129
80352	787	WARRICK FOODSERVICE	1/12/2017	FFS 01	1,308.99	Check	Outstanding	5129
80353	18088	WABASH FOODSERVICE	1/12/2017	FFS 01	3,183.61	Check	Outstanding	5129
80354	17121	PC QUEST	1/12/2017	FFS 01	200.00	Check	Outstanding	5129
80355	18084	OFFICE DEPOT, INC	1/12/2017	FFS 01	200.00	Check	Outstanding	5129
80356	18084	OFFICE DEPOT, INCORPORATED	1/12/2017	FFS 01	314.88	Check	Outstanding	5129
80357	18084	MULZER CRUSHED STONE, INC.	1/12/2017	FFS 01	888.46	Check	Outstanding	5129
80358	8780	MULSER CRUSHED STONE, INC.	1/12/2017	FFS 01	88,636.00	Check	Outstanding	5129
80359	8780	FRANHA SHREDDING/RECYCLING INC.	1/12/2017	FFS 01	40.00	Check	Outstanding	5129
80360	18085	AWARD WORLD	1/12/2017	FFS 01	40.00	Check	Outstanding	5129
80361	2001	H-WAVE PRINTING	1/12/2017	FFS 01	83.70	Check	Outstanding	5129
80362	13829	TOTAL COUNTY SERVICES	1/12/2017	FFS 01	876.00	Check	Outstanding	5129
80363	8899	MORRIS DOLL	1/12/2017	FFS 01	1,105.00	Check	Outstanding	5129
80364	13476	JOB CONSTRUCTION INC	1/12/2017	FFS 01	180.00	Check	Outstanding	5129
80374	14804	WARRICK VALLEY SERVICE CO	1/12/2017	FFS 01	27,200.00	Check	Outstanding	5129
					30.03	Check	Outstanding	5129

18276	18108	TRI-STATE SYSTEMS	1/24/2017	FFS 01	2,001.39	Check	Outstanding	5139
80376	18044	SOUTHWESTERN BEHAVIORAL HEALTH CA	1/24/2017	FFS 01	200,000.00	Check	Outstanding	5133
80377	13643	MULZER CRUSHED STONE, INC.	1/24/2017	FFS 01	26,208.80	Check	Outstanding	5133
80378	11422	UNIFIRST CORPORATION	1/24/2017	FFS 01	88.18	Check	Outstanding	5133
80379	1808	AIGMELT HANDWARE	1/24/2017	FFS 01	804.18	Check	Outstanding	5133
80380	8031	HOBBS BUSINESS MACHINES INC.	1/24/2017	FFS 01	268.79	Check	Outstanding	5133
80381	1228	HODDIF, INC.	1/24/2017	FFS 01	174.47	Check	Outstanding	5133
80382	3837	ALPHA LABER SERVICES	1/24/2017	FFS 01	16.87	Check	Outstanding	5133
80383	3037	WARRICK PUBLISHING CO	1/24/2017	FFS 01	16.87	Check	Outstanding	5133
80384	2001	B-HIVE PRINTING	1/24/2017	FFS 01	160.00	Check	Outstanding	5133
80385	8007	FELTS LOCK CO., INC.	1/24/2017	FFS 01	30.00	Check	Outstanding	5133
80386	8026	MORRIS DOLL	1/24/2017	FFS 01	2,300.20	Check	Outstanding	5133
80387	016	SOUTHERN BUSINESS MACHINES, INC.	1/24/2017	FFS 01	402.30	Check	Outstanding	5133
80388	10469	ELLIOTT'S REKAVATING, INC	1/24/2017	FFS 01	2,288.88	Check	Outstanding	5133
80389	18062	HOBBSON PAINTING & ACCOUNTING CO., IP	1/24/2017	FFS 01	2,300.00	Check	Outstanding	5133
80394	23013	WARRICK CO JAIL COMMISSARY	1/24/2017	FFS 01	1,864.15	Check	Outstanding	5136
80394	2024	STEVE BYERS	1/24/2017	FFS 01	80.00	Check	Outstanding	5136
80395	18258	EVAPAR	1/24/2017	FFS 01	711.10	Check	Outstanding	5136
80396	17888	CORRMAN, CHARLES T.	1/24/2017	FFS 01	80.00	Check	Outstanding	5136
80397	18258	STEVEN BYERS	1/24/2017	FFS 01	60.00	Check	Outstanding	5136
80398	3274	VERL WHITE	1/24/2017	FFS 01	80.00	Check	Outstanding	5136
80399	18062	JOHN RUDIBILL DRY TREATERS/BERS	1/24/2017	FFS 01	80.00	Check	Outstanding	5136
80400	18066	SHELLEY MAWCHERTER	1/24/2017	FFS 01	80.00	Check	Outstanding	5136
80401	8056	ALSTADT-HICKS OFFICE CITY	1/24/2017	FFS 01	400.00	Check	Outstanding	5136
80402	18064	SHREDDER, KELLER	1/24/2017	FFS 01	400.00	Check	Outstanding	5136
80403	18088	DUILL CORPORATION	1/24/2017	FFS 01	8,336.00	Check	Outstanding	5139
80404	18084	OFFICE DEPOT, INCORPORATED	1/24/2017	FFS 01	1,717.71	Check	Outstanding	5139
80405	18084	ST. MARY'S OCCUPATIONAL	1/24/2017	FFS 01	43.00	Check	Outstanding	5135
80406	11018	NORHLER FUNERAL HOME, INC.	1/24/2017	FFS 01	50.00	Check	Outstanding	5135
80407	8780	FRANHA SHREDDING/RECYCLING INC.	1/24/2017	FFS 01	100.00	Check	Outstanding	5136
80408	4031	CRS ONE SOURCE(CORPOR)	1/24/2017	FFS 01	40.00	Check	Outstanding	5136
80409	8030	FARM BOY FOOD SERVICE	1/24/2017	FFS 01	2,188.23	Check	Outstanding	5136
80410	7004	GEM CHEMICAL COMPANY, INC.	1/24/2017	FFS 01	2,183.09	Check	Outstanding	5136
80411	1389	MATL ASSOC SCHOOL RESOURCE OFFICE	1/24/2017	FFS 01	204.03	Check	Outstanding	5136
80412	11872	LAW CHEVROLET BUICK PONTIAC	1/24/2017	FFS 01	40.00	Check	Outstanding	5136
80413	2001	ZIMMER EAST CHAPEL	1/24/2017	FFS 01	1,180.24	Check	Outstanding	5136
80414	2046	BUSINESS EQUIPMENT	1/24/2017	FFS 01	100.00	Check	Outstanding	5136
80415	18088	SIBBELS	1/24/2017	FFS 01	16.00	Check	Outstanding	5139
80416	11179	LAW CHEVROLET BUICK PONTIAC	1/24/2017	FFS 01	1,403.45	Check	Outstanding	5139
80417	18088	WARRICK CO JAIL COMMISSARY	1/24/2017	FFS 01	216.18	Check	Outstanding	5139
80418	18088	WARRICK CO JAIL COMMISSARY	1/24/2017	FFS 01	386.84	Check	Outstanding	5139
80419	18088	DUILL CORPORATION	1/24/2017	FFS 01	1,000.00	Check	Outstanding	5139
80420	17121	PC QUEST	1/24/2017	FFS 01	218.99	Check	Outstanding	5139
80421	1028	AFAMARK	1/24/2017	FFS 01	1,376.70	Check	Outstanding	5139
80422	56362		1/24/2017	FFS 01	72.27	Check	Outstanding	5139

80383	11422	UNIFIRST CORPORATION	1/24/2017	FFS 01	223.62	Check	Outstanding	5139
80384	18069	DON'S MUFFLER SHOP	1/24/2017	FFS 01	27.83	Check	Outstanding	5139
80385	8062	J-E. SHERELL, INC.	1/24/2017	FFS 01	1,466.00	Check	Outstanding	5139
80386	1111	AIRGAS USA, LLC	1/24/2017	FFS 01	137.28	Check	Outstanding	5139
80387	8062	MOUNTS ELECTRIC INC.	1/24/2017	FFS 01	84.00	Check	Outstanding	5139
80388	32041	WHYME SUPPLY CO. INC.	1/24/2017	FFS 01	2,276.80	Check	Outstanding	5139
80389	2008	BOONVILLE LAWN AND GARDEN INC.	1/24/2017	FFS 01	127.43	Check	Outstanding	5139
80390	1808	AIGMELT HANDWARE	1/24/2017	FFS 01	20.00	Check	Outstanding	5139
80391	18031	MUGGITH BROTHERS	1/24/2017	FFS 01	276.84	Check	Outstanding	5139
80392	12186	LUED & ASSOCIATES	1/24/2017	FFS 01	400.00	Check	Outstanding	5139
80393	18087	FRABLE, INC.	1/24/2017	FFS 01	41,616.00	Check	Outstanding	5140
80394	13043	MULZER CRUSHED STONE, INC.	1/24/2017	FFS 01	10,890.40	Check	Outstanding	5140
80395	1880	BEST ONE TIME & SERVICE	1/24/2017	FFS 01	2,308.28	Check	Outstanding	5140
80396	14804	WARRICK VALLEY SERVICE CO	1/24/2017	FFS 01	6,068.04	Check	Outstanding	5140
80397	13821	WETZER CONSTRUCTION CO INC.	1/24/2017	FFS 01	16,129.37	Check	Outstanding	5140
80398	802	WTH TECHNOLOGY, INC.	1/24/2017	FFS 01	400.00	Check	Outstanding	5140
80399	18004	OFFICE DEPOT, INCORPORATED	1/24/2017	FFS 01	93.80	Check	Outstanding	5140
80400	20051	WARRICK SOLID WASTE MOT DIRT	1/24/2017	FFS 01	863.75	Check	Outstanding	5140
80401	3778	AT&T	1/13/2017	FFS 01	82.28	Check	Outstanding	5140
80402	18198	FIRST MARRIAGE	1/20/2017	FFS 01	364.31	Check	Outstanding	5140
					\$ 1,637,050.40			

Mollie Winkler
 Mollie Winkler, President
 Date: 1/23/2017
 Robert R. Johnson, Jr., Member
 Robert R. Johnson, Jr., Auditor
 Warrick County, Indiana
 ATTEST:
 [Signature]
 Clerk



THOMSON REUTERS

LETTER OF AUTHORIZATION

January 4, 2017

Ms. Debbie Stevens, Auditor
Warrick County
One County Square
Boonville, IN 47601

Dear Ms. Stevens:

This Letter of Authorization ("LOA") will confirm Warrick County's request for the following professional services at the price indicated. This LOA will be an addendum to existing Master Agreement No. IN2013.001 between Warrick County, Indiana (the County) and Manatron, Inc. a Thomson Reuters Business ("Thomson Reuters"). All the terms and conditions of that agreement will pertain.

PROFESSIONAL SERVICES

Estimated Quantity	Description	Estimated Total One-Time Fees
Five (5) days	MVP Tax settlement training. Services will be performed and billed as used at \$1,000.00 per day.	\$5,000.00

Actual total one-time fees plus any travel expenses are due and payable after TRTA Gov performs the services in accordance with TRTA Gov's invoice. All invoices are due within 30 days of receipt. Approval of this letter of authorization will allow TRTA Gov to perform the services described herein. Upon approval and signing, please return this letter to TRTA Gov via one of the following methods:

- Email a scanned image of the signed LOA to mary.ammar@trta.gov or (269) 367-2930.
 - Text signed image of the signed LOA to mary at (269) 367-2930.
- If you have any questions, please feel free to contact Contract Administration at TRTA Gov's corporate office at (269) 368-2604.

ACCEPTANCE

Warrick County, Indiana

BY: <i>Marlin Weisheit</i>	TRTA Gov
PRINTED NAME: Marlin Weisheit	BY: <i>Marlin T. Ammar</i>
TITLE: President, Warrick County Commissioners	PRINTED NAME: Mary T. Ammar
DATE: <i>1/23/17</i>	TITLE: Senior Contract Administrator

Manatron, Inc. - A Thomson Reuters Business
Letter of Authorization No. IN010417WC
Expiration Date: February 4, 2017



THOMSON REUTERS

DELIVERABLE ACCEPTANCE STATEMENT ("DAS")
FOR LETTER OF AUTHORIZATION NO. IN010417WC

Purpose:

The purpose of this acceptance form is for the County to sign off on the completion of the professional services detailed in the LOA.

Acceptance Criteria:

- All professional services detailed in the LOA have been performed.

These services were completed on the following date: _____

The County response period for this DAS is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing. If the County rejects this DAS, the County must provide a written rationale for rejecting this DAS. Rejection of a DAS will result in immediate escalation.

Billing and Signatures:

We, the undersigned, agree that this project is complete. Under the terms and conditions of the LOA, the County will be billed for the services as shown below upon signing this DAS. This total due does not include any travel expenses.

_____ actual professional services days x \$1,000.00 per day = \$_____ (total due)

Warrick County, Indiana	TRTA Gov
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

Letter of Authorization No. IN010417WC

Expiration Date: February 4, 2017

Manatron, Inc. - A Thomson Reuters Business

WARRICK COUNTY
COMMISSIONERS

107 W. LOCUST ST., STE. 301 - BOONVILLE, IN 47601
PHONE (812) 897-6120 FAX (812) 897-6189
Email: Info@warrickcounty.gov

ROBERT JOHNSON JR.

DAN SAYLOR

MARLIN WEISHEIT

January 23, 2017

Indiana Department of Corrections
Community Corrections Grant Act Program
E334 Indiana Government Center South #
302 West Washington Street
Indianapolis, IN 46204

This letter is to notify you that on the 23rd day of January 2017, the Warrick County Commissioners approved the Community Corrections grant application and budget for fiscal years of 2017-2018. Please consider the same for funding.

Thank you for your time and consideration in this matter.

Sincerely,

Marlin Weisheit

Marlin Weisheit
Warrick County Commission President

Cc: Jennifer Fuhs, Executive Director

WARRICK COUNTY COMMUNITY CORRECTIONS
 ADVISORY BOARD
 10000 State Street
 Indianapolis, IN 46204
 Telephone (317) 807-8611 - Fax (317) 807-8614
 MELA FRANK
 Vice-President

ERIK SCUMO
 President

January 17, 2017
 Indiana Department of Corrections
 2024 Indiana Government Center South 4
 300 North Meridian Street
 Indianapolis, IN 46204

This letter is to notify you that on the 17th day of January 2017, the Warrick County Community Corrections Advisory Board approved the Community Corrections Advisory Board's collaboration plan, and budget for fiscal year of 2017-2018. Please consider this memo for funding.

Thank you for your time and consideration in this matter.

Brett W. Hurd
 Brett Hurd, President
 Community Corrections
 Advisory Board

Cur Jettifer Fuhs, Executive Director

Exhibit A - Page 1 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018

ADULT COMMUNITY BASED SUPERVISION GRANT FOR FISCAL YEAR 2018
 COUNTY: WARRICK COUNTY
 COUNTY ADDRESS: INDIANAPOLIS, IN 46204
 COUNTY PHONE: (317) 807-8611
 COUNTY FAX: (317) 807-8614
 COUNTY WEBSITE: WWW.WARRICKCOUNTY.GOV

First Name: ERIC SCUMO Last Name: SCUMO
 Address: 10000 STATE STREET, SUITE 200
 City: INDIANAPOLIS, IN 46204
 Phone: (317) 807-8611
 Fax: (317) 807-8614
 Email: ESCUMO@WARRICKCOUNTY.GOV

First Name: MELA FRANK Last Name: FRANK
 Address: 10000 STATE STREET, SUITE 200
 City: INDIANAPOLIS, IN 46204
 Phone: (317) 807-8611
 Fax: (317) 807-8614
 Email: MFRANK@WARRICKCOUNTY.GOV

Please select the eligible entities applying for fiscal year 2018 grant funding:
 Community Corrections
 Probation
 Sheriff's Department

Base Funding Requested: \$100,314.00
 Total Amount Requested: \$100,314.00

Does the county collaborate with parole? Yes No
 What is the total number of parolees sentenced to the custody of the Warrick County Community Corrections (WCC) probation office within the county? 34

ADULT COMMUNITY BASED SUPERVISION GRANT FOR FISCAL YEAR 2018
 COUNTY: WARRICK COUNTY
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Exhibit A - Page 2 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018

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Exhibit A - Page 3 of 29
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 What is the total number of parolees sentenced to the custody of the Warrick County Community Corrections (WCC) probation office within the county? 34

ADULT COMMUNITY BASED SUPERVISION GRANT FOR FISCAL YEAR 2018
 COUNTY: WARRICK COUNTY
 COUNTY ADDRESS: INDIANAPOLIS, IN 46204
 COUNTY PHONE: (317) 807-8611
 COUNTY FAX: (317) 807-8614
 COUNTY WEBSITE: WWW.WARRICKCOUNTY.GOV

First Name: ERIC SCUMO Last Name: SCUMO
 Address: 10000 STATE STREET, SUITE 200
 City: INDIANAPOLIS, IN 46204
 Phone: (317) 807-8611
 Fax: (317) 807-8614
 Email: ESCUMO@WARRICKCOUNTY.GOV

First Name: MELA FRANK Last Name: FRANK
 Address: 10000 STATE STREET, SUITE 200
 City: INDIANAPOLIS, IN 46204
 Phone: (317) 807-8611
 Fax: (317) 807-8614
 Email: MFRANK@WARRICKCOUNTY.GOV

Please select the eligible entities applying for fiscal year 2018 grant funding:
 Community Corrections
 Probation
 Sheriff's Department

Base Funding Requested: \$100,314.00
 Total Amount Requested: \$100,314.00

Does the county collaborate with parole? Yes No
 What is the total number of parolees sentenced to the custody of the Warrick County Community Corrections (WCC) probation office within the county? 34

Exhibit A - Page 4 of 29 Adult Community Based Supervision Grant For Fiscal Year 2018

County Served: WARRICK

ADULT COMMUNITY BASED SUPERVISION GRANT FOR FISCAL YEAR 2018. The following information should remain in individuals received from July 1, 2015 through June 30, 2018. The following information should remain in individuals received from July 1, 2015 through June 30, 2018.

Table with columns: County, Month, Population Served, Total Population Served. Includes WARRICK and Grand Totals.

Table with columns: Personnel, Position/Title, Fulfillment, Salary, Base State Funds, 100% Funding, Project Income, County General, Total. Lists staff like Jennifer Farris, Ray Knoch, John Volant, Vacant.

Submission Due Date: 01/23/2017. County Served: WARRICK. Page 4 of 29

Exhibit A - Page 5 of 29 Adult Community Based Supervision Grant For Fiscal Year 2018

County Served: WARRICK

Table with columns: Item, Base State Funds, 100% Funding, Project Income, County General, Total. Lists items like 100 - Worker's Compensation, 100 - Unemployment Compensation, 100 - FICA, 100 - Insurance, 100 - Rent, 100 - Office Supplies.

Submission Due Date: 01/23/2017. County Served: WARRICK. Page 5 of 29

Exhibit A - Page 6 of 29 Adult Community Based Supervision Grant For Fiscal Year 2018

County Served: WARRICK

Table with columns: Item, Base State Funds, 100% Funding, Project Income, County General, Total. Lists items like 301 - Fuel, 300 - Churn & Substitution, 310 - Printing, 320 - Telephone, 330 - Insurance, 340 - Maintenance, 350 - Professional Services, 360 - Miscellaneous Services, 370 - Miscellaneous Services, 380 - Miscellaneous Services.

Submission Due Date: 01/23/2017. County Served: WARRICK. Page 6 of 29

Exhibit A - Page 7 of 29 Adult Community Based Supervision Grant For Fiscal Year 2018

County Served: WARRICK

Table with columns: Item, Base State Funds, 100% Funding, Project Income, County General, Total. Lists items like 400 - Miscellaneous Services, 400 - Miscellaneous Services, 400 - Miscellaneous Services, 400 - Miscellaneous Services.

Submission Due Date: 01/23/2017. County Served: WARRICK. Page 7 of 29

ADULT COMMUNITY BASED SUPERVISION GRANT FOR FISCAL YEAR 2018. The following information should remain in individuals received from July 1, 2015 through June 30, 2018. The following information should remain in individuals received from July 1, 2015 through June 30, 2018.

Exhibit A - Page 8 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018

COMMUNITY TRANSITION PROGRAM... The purpose of this program is to provide... The grant will be used to fund... The grant will be used to fund... The grant will be used to fund...

Exhibit A - Page 9 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018

COMMUNITY TRANSITION PROGRAM... The purpose of this program is to provide... The grant will be used to fund... The grant will be used to fund... The grant will be used to fund...

Exhibit A - Page 10 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018

Table with columns: Personnel, Position/Title, Fiscal Year, CTR Participants, Gross Salary, % of Time Available, Project Income, Project Expense, Total. Includes rows for Jennifer Lutz, Ray Koozekan, John Vaughn, and various program items.

Exhibit A - Page 11 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018

Table with columns: Level of Supervision, Base State Funds, Project Income, Project Expense, Total. Includes rows for Day Reporting Program, Community Transition Program, and various program items.

Exhibit A - Page 12 of 29 Adult Community Based Supervision Grant For Fiscal Year 2018

Photo: [Redacted] Email: [Redacted]
Will the majority of the grant funds go towards serving the target population?
State funding may not be sufficient for implementation purposes. Provide information on how these programs will be funded.

Assessments Utilized by Agency of Referral Agency
Mental Health
Substance Abuse
Other

Agency will be monitoring all cases...
Does the agency have a written policy/procedure for...
Does the agency have a written policy governing the use of electronic based programs?

Submission Due Date: 01/23/2017
County: WARRICK

Exhibit A - Page 13 of 29 Adult Community Based Supervision Grant For Fiscal Year 2018

Does the agency monitor...
Are case plans relevant to the grant and address the appropriate needs of the participants?
Participation will be monitored by the program providers...

Number of individuals served in fiscal year 18 who were not in a level of supervision?
PROBLEM SOLVING COURT
Level of Problem Solving Court:
Level of supervision start date of targeted start date:

Level of supervision start date of targeted start date:
Program description:
Program description:
Program description:

Exhibit A - Page 14 of 29 Adult Community Based Supervision Grant For Fiscal Year 2018

Average Daily Management Population:
Number of Pre-Trial Individuals Served in Problem Solving Court in Fiscal Year 18:
Anticipated Number of Individuals To Be Served With 100% Funding:

Table with columns: County, Fiscal Year, Probation, Misdemeanors, Felony, Misdemeanors, Felony, Misdemeanors. Total Population Served: 48

Table with columns: Position/Title, Full Time, Gross Salary, Base State Funds, 100% Funding, Project Income/Year Funds, County General, Total. Includes rows for 120 - Mother's Compensation, 130 - Unemployment Compensation, 100 - PICA, 102 - Insurance.

Table with columns: Term, Base State Funds, 100% Funding, Project Income/Year Funds, County General, Total. Includes rows for 120 - Mother's Compensation, 130 - Unemployment Compensation, 100 - PICA, 102 - Insurance.

Table with columns: Item, Base State Funds, 100% Funding, Project Income/Year Funds, County General, Total. Includes rows for 040 - Training/Training, 228 - Professional Contract, 300 - Miscellaneous Services.

Table with columns: Item, Base State Funds, 100% Funding, Project Income/Year Funds, County General, Total. Includes rows for 401 - Office Equipment, 402 - Miscellaneous Services.

Exhibit A - Page 15 of 29 Adult Community Based Supervision Grant For Fiscal Year 2018

Table with columns: Item, Base State Funds, 100% Funding, Project Income/Year Funds, County General, Total. Includes rows for 108 - Prep, 113 - Weekly Alcohol, 200 - Miscellaneous Services.

Table with columns: Item, Base State Funds, 100% Funding, Project Income/Year Funds, County General, Total. Includes rows for 040 - Training/Training, 228 - Professional Contract, 300 - Miscellaneous Services.

Table with columns: Item, Base State Funds, 100% Funding, Project Income/Year Funds, County General, Total. Includes rows for 401 - Office Equipment, 402 - Miscellaneous Services.

Table with columns: Item, Base State Funds, 100% Funding, Project Income/Year Funds, County General, Total. Includes rows for 401 - Office Equipment, 402 - Miscellaneous Services.

Table with columns: Item, Base State Funds, 100% Funding, Project Income/Year Funds, County General, Total. Includes rows for 401 - Office Equipment, 402 - Miscellaneous Services.

Exhibit A - Page 16 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018
Problem Solving Court Budget Summary

Table with columns: Series, Base State Funds, 100% Funding, Project Income/Year Pass, County General, Total. Rows include Project Personnel, Fringe Series 100, Supplies Series 200, Services Series 300, Capital Series 400, Total Request, and Total.

Submission Due Date: 01/23/2017
County Report: WARRICK

Exhibit A - Page 17 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018
County Report: WARRICK

Table with columns: Series, Base State Funds, 100% Funding, Project Income/Year Pass, County General, Total. Rows include Project Personnel, Fringe Series 100, Supplies Series 200, Services Series 300, Capital Series 400, Total Request, and Total.

Submission Due Date: 01/23/2017
County Report: WARRICK

Exhibit A - Page 18 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018
County Report: WARRICK

Table with columns: Series, Base State Funds, 100% Funding, Project Income/Year Pass, County General, Total. Rows include Project Personnel, Fringe Series 100, Supplies Series 200, Services Series 300, Capital Series 400, Total Request, and Total.

Submission Due Date: 01/23/2017
County Report: WARRICK

Exhibit A - Page 19 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018
County Report: WARRICK

Table with columns: Series, Base State Funds, 100% Funding, Project Income/Year Pass, County General, Total. Rows include Project Personnel, Fringe Series 100, Supplies Series 200, Services Series 300, Capital Series 400, Total Request, and Total.

Submission Due Date: 01/23/2017
County Report: WARRICK

Exhibit A - Page 20 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018
County: Servus, WARRICK

Table with 6 columns: Project Personnel, Base State Funds, 100% Funding, Project Income/Year Fees, County General, Total. Rows include Fringe Services 100, Supplies Services 200, Services Services 300, Capital Services 400, Total Personnel, Project Personnel, Fringe Services 100, Supplies Services 200, Services Services 300, Capital Services 400, Total Personnel, Project Personnel, Fringe Services 100, Supplies Services 200, Services Services 300, Capital Services 400, Total Personnel, Project Personnel.

Submission Date: 01/23/2017
County: Servus, WARRICK
Page 20 of 29

Exhibit A - Page 21 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018
County: Servus, WARRICK

Table with 6 columns: Project Personnel, Base State Funds, 100% Funding, Project Income/Year Fees, County General, Total. Rows include Fringe Services 100, Supplies Services 200, Services Services 300, Capital Services 400, Total Personnel, Project Personnel, Fringe Services 100, Supplies Services 200, Services Services 300, Capital Services 400, Total Personnel, Project Personnel.

Submission Date: 01/23/2017
County: Servus, WARRICK
Page 21 of 29

MEMORANDUM FOR THE BOARD OF COMMISSIONERS, WARRICK COUNTY, INDIANA. SUBJECT: ADULT COMMUNITY BASED SUPERVISION GRANT FOR FISCAL YEAR 2018. The purpose of this memorandum is to provide information regarding the grant and the services to be provided.

Exhibit A - Page 22 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018
County: Servus, WARRICK

MEMORANDUM FOR THE BOARD OF COMMISSIONERS, WARRICK COUNTY, INDIANA. SUBJECT: ADULT COMMUNITY BASED SUPERVISION GRANT FOR FISCAL YEAR 2018. The purpose of this memorandum is to provide information regarding the grant and the services to be provided.

Submission Date: 01/23/2017
County: Servus, WARRICK
Page 22 of 29

Exhibit A - Page 23 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018
County: Servus, WARRICK

MEMORANDUM FOR THE BOARD OF COMMISSIONERS, WARRICK COUNTY, INDIANA. SUBJECT: ADULT COMMUNITY BASED SUPERVISION GRANT FOR FISCAL YEAR 2018. The purpose of this memorandum is to provide information regarding the grant and the services to be provided.

Submission Date: 01/23/2017
County: Servus, WARRICK
Page 23 of 29

Exhibit A - Page 24 of 29 Adult Community Based Supervision Grant For Fiscal Year 2018

Grantee Name: WARRICK
All participants will participate in all activities prior to an evaluation to ensure they have met all the requirements as well as to complete the Program Participation...

Exhibit A - Page 25 of 29 Adult Community Based Supervision Grant For Fiscal Year 2018

Grantee Name: WARRICK
The PROGRAM shall maintain documentation that each case manager supervisor with at least one (1) of the following:
(1) a bachelor's degree from an accredited college or university and the following:
a. three (3) years of full-time paid experience in criminal justice...

Submission Due Date: 01/23/2017
County Served: WARRICK

Exhibit A - Page 26 of 29 Adult Community Based Supervision Grant For Fiscal Year 2018

Table with 6 columns: Level of Supervision, Base State Funds, 100% Funding, Project Funds/County General, County General, Total. Total funding: \$22,500.00.

Submission Due Date: 01/23/2017
County Served: WARRICK

Exhibit A - Page 27 of 29 Adult Community Based Supervision Grant For Fiscal Year 2018

Grant Application Summary Sheet

Summary for All Applying Entities. Table with 10 columns: Agency, Pre-Trial, High Risk, Medium Risk, Low Risk, High Risk, Medium Risk, Low Risk, Total. Total funding: \$22,500.00.

Exhibit A - Page 28 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018
 Counties Served: WARRICK

Business Series 300	\$0.00	\$1,000.00	\$11,750.00	\$0.00	\$12,750.00
Services Series 300	\$28,103.10	\$4,310.00	\$28,822.48	\$0.00	\$33,235.58
Capital Series 400	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
Total Request:	\$28,103.10	\$6,310.00	\$40,572.48	\$0.00	\$46,882.58

SUMMARY SPECIFIC TO COMMUNITY CORRECTIONS

Number of individuals served in fiscal year 16 who were not in a level of supervision:
 Total CYS Individuals Served:

Agency	Pre-Trial	High Risk Parolee Served	Medium Risk Parolee Served	Low Risk Parolee Served	High Risk Mentor Served	Medium Risk Mentor Served	Low Risk Mentor Served
Community Corrections	0	10	25	10	0	3	1
Total Population Served From July 1, 2016 - June 30, 2016:							
Series	State Fund	100% Funding	Project Income/County General	Total			
Project Personnel	\$80,000.18	\$17,000.00	\$97,000.18	\$17,000.00	\$114,000.18		
Printing Series 100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Supplies Series 200	\$0.00	\$0.00	\$11,750.00	\$0.00	\$11,750.00		
Services Series 300	\$28,103.10	\$2,310.00	\$30,413.10	\$0.00	\$32,723.10		
Capital Series 400	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Request:	\$108,103.18	\$19,310.00	\$127,413.18	\$0.00	\$146,723.18		

SUMMARY SPECIFIC TO COURT RECOGNITION REDUCTION PROGRAMS

Number of individuals served in fiscal year 16 who were not in a level of supervision:

Agency	Pre-Trial	High Risk Parolee Served	Medium Risk Parolee Served	Low Risk Parolee Served	High Risk Mentor Served	Medium Risk Mentor Served	Low Risk Mentor Served
Court Recognition Program	0	18	32	6	0	0	0
Total Population Served From July 1, 2016 - June 30, 2016:							
Series	State Fund	100% Funding	Project Income/County General	Total			
Project Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Printing Series 100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Supplies Series 200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Services Series 300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Capital Series 400	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Request:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

Submission Due Date: 01/23/2017
 Counties Served: WARRICK
 Page 28 of 28

Exhibit A - Page 29 of 29
Adult Community Based Supervision Grant For Fiscal Year 2018
 Counties Served: WARRICK

Project Personnel	State Fund	100% Funding	Project Income/County General	Total
Printing Series 100	\$0.00	\$0.00	\$0.00	\$0.00
Supplies Series 200	\$0.00	\$0.00	\$0.00	\$0.00
Services Series 300	\$0.00	\$0.00	\$0.00	\$0.00
Capital Series 400	\$0.00	\$0.00	\$0.00	\$0.00
Total Request:	\$0.00	\$0.00	\$0.00	\$0.00

Submission Due Date: 01/23/2017
 Counties Served: WARRICK
 Page 28 of 28

MICROVOTE GENERAL CORPORATION

2017 INFINITY VOTING SYSTEM ANNUAL MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 2017, by and between the County of Warrick, Indiana, acting by and through the Board of County Commissioners, hereinafter referred to as the "County", and MicroVote General Corporation, an Indiana corporation, hereinafter referred to as "MicroVote".

WHEREAS, the County desires to contract for the annual maintenance agreement for the MicroVote Election Management System, and WHEREAS, MicroVote has expressed a willingness to provide those services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

- a. Unlimited software upgrades: Upgrades and release notes will be made to conform to state requirements and will be sent once approved by the State Election Commission. These upgrades will also comply with Election Assistance Commission (EAC) standards and any changes with these standards.
- b. Technical Support: 24 hour technical support will be available for "help desk" level inquiries. Help desk support will be limited to questions related to the software functions only. Help desk support does not include ballot development or re-working databases created by county.
- c. Version Control: MicroVote will control all firmware and software versions and will require County to install the most recent upgrade. This is to ensure version control throughout the United States.
- d. Updates to software and firmware do not include the labor and parts necessary to comply with the Election Assistance Commission (EAC) 2005 voluntary voting standards.

The parties hereto agree that County shall pay MicroVote for the work performed under this agreement as set forth above, the sum of \$12,000 per year. MicroVote understands and agrees that this agreement is contingent upon the approval and appropriations of monies by the Warrick County Council. County agrees to pay the said fee within sixty (60) days of the date of the invoice.

The term of this agreement shall be for a period of one (1) year to commence on the 1st day of January 2017.

MicroVote specifically agrees that in performance of the services herein enumerated that they will comply with any and all state, federal and local statutes, ordinances, and regulations.

Nothing under this agreement shall be construed to give any rights or benefits in this agreement to anyone other than MicroVote and County, and all duties and responsibilities pursuant to this agreement will be for the sole and exclusive benefit of MicroVote and County and not for the benefit of any other party.

The County, insofar as authorized by law, binds itself and its successors, and MicroVote binds its successors and assignees to the other party of this agreement with respect to all covenants of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

MICROVOTE GENERAL CORPORATION
 By Mandy Miller,
 Mandy Miller, Chief Operating Officer

WARRICK COUNTY by its Board of Commissioners
 By Mark W. Warrick

ATTEST:

 Deborah K. Stevens, Auditor

Microvote General Corporation
6366 Guilford Avenue
Indianapolis, IN 46220 US
(317) 257-4800
www.microvote.com



Invoice

BILL TO
Patty Perry
Warrick County Clerk
One County Square, Ste 200
Boonville, IN 47601

SHIP TO
Patty Perry
Warrick County Clerk
One County Square, Ste 200
Boonville, IN 47601

INVOICE # 16522
DATE 01/03/2017
DUE DATE 02/05/2017
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Software Mngt VOTING SYSTEM ANNUAL MAINTENANCE AGREEMENT	1	12,000.00	12,000.00

BALANCE DUE \$12,000.00

*Fund - 1215
Amount - 14,43.00
- 9,500.00
Amount - 4,933.00*

DATABASE MAINTENANCE AGREEMENT NOTICE

October 1, 2016

Your current Database Maintenance Agreement is about to expire or is not currently under a maintenance agreement as designated below. In order to continue support of your existing Database software, to discontinue support or to begin a new maintenance agreement, please give CSI advance notice of your intentions.

To assure renewal of your existing agreement, please respond to this notice no later than **November 15, 2016**. CSI needs your signed approval before we can begin the renewal. **Return this document by fax to (317) 913-4175. Attention of CSI Maintenance.** If you would like additional information or an estimate on a new agreement, please contact Kevin Cook at your convenience by calling toll free (866) 913-4160.

Thank you for being a CSI partner.
Kevin Cook
President

Summary of Coverage: The Database Software is used by CSI for its software programs. Database Maintenance coverage includes updates and bug fixes. Updates and bug fixes are necessary if CSI has a new software release, the County needs to increase the number of user licenses, the server operating system is upgraded/changed or bug fixes are needed to properly operate the Database Software.

Current Expiration: 12/31/2016
Renewal Cost: \$2250

New Coverage Period: 01/01/17-12/31/17

I want to **RENEW** coverage for Database Maintenance

I do **NOT** want coverage for Database Maintenance

Warrick County Commissioners
by *Marlin Kleisheit*
Signature

Marlin Kleisheit
Printed Name
President
Title
January 23, 2017
Date

ATTEST: *Kevin Cook*
Kevin Cook
Warrick County Auditor

Please Sign/Date/Return

CSI-Computer Systems, Inc

12976 Parkside Drive
Fishers, IN 46038-3864
Voice: 317 913 4190
Fax: 317 913 4176

BILL TO:
Warrick Co. Clerk of the Circuit Court
One County Square, Ste 200
Boonville, IN 47601-1506

Ship to:
Warrick Co. Clerk of the Circuit Court
One County Square, Ste 200
Boonville, IN 47601-1506

INVOICE

Invoice Number: 17-0927
Invoice Date: Jan 2, 2017
Page: 1
Duplicate

Customer ID	Customer PO	Shipping Method	Payment Terms
12976	UPS Ground	Net 10 Days	1/12/17
Sales Rep ID	Shipping Method	Ship Date	Due Date
Cook	UPS Ground		
Quantity: 1.00	GMA 4J's item	Description	Unit Price
		Four J's Annual Maintenance Contract for the period 01/01/17-12/31/17	2,250.00
			Amount
			2,250.00
Subtotal			2,250.00
Sales Tax			2,250.00
Total Invoice Amount			2,250.00
Payment/Credit Applied			2,250.00
TOTAL			2,250.00

Check/Credit Memo No:

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- (b) of the COUNTY, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (c) the County, its officials, agents, representatives, attorneys, government or other legal entity engaged in the performance of the contract and/or
- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The COUNTY shall agree to pay all reasonable attorney's and attorney's fees incurred by or on behalf of the COUNTY, individually and/or jointly, in connection therewith in the event that the COUNTY shall default under the provisions of this section.

The COUNTY shall agree to pay all reasonable attorney's and attorney's fees incurred by or on behalf of the COUNTY, individually and/or jointly, in connection therewith in the event that the COUNTY shall default under the provisions of this section.

Non-discrimination:

1. IC 22-2-1-10, and in keeping with the purpose of the Civil Rights Act of 1964 as amended by the Americans with Disabilities Act, and the Americans with Disabilities Act, nothing in this contract shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the COUNTY or any subcontractor.

Under IC 22-2-1-10 COUNTY covenants that it shall not discriminate against any person in the selection, hiring, promotion, assignment, classification, or any other terms, conditions or privileges of employment of any matter directly or indirectly related to employment, disability or non-disability on a substantial basis.

2. The COUNTY understands that INDIOT is a recipient of Federal funds. Pursuant to that understanding, the COUNTY agrees that if the COUNTY employs any CEO or more than one (1) person in the County, it shall comply with the affirmative action requirements of 45 CFR 101-33.6(a) and (b) and 45 CFR 60-741.1, which are incorporated herein by reference.

It is the policy of INDIOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and Section 504 of the Vocational Rehabilitation Act. Nothing in this contract shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the COUNTY or any subcontractor.

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- 3. Identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.
- 4. During the performance of this contract, the COUNTY, by itself, its employees and subcontractors, shall comply with the provisions of the following laws, rules, and regulations under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The COUNTY shall comply with the regulations and requirements of the Department of Justice, Office of Civil Rights, which are incorporated by reference herein.
 - b. Non-discrimination: The COUNTY, with respect to the work performed by it during the performance of this contract, shall not discriminate on the basis of race, color, sex, age, religion, or national origin in any of its personnel actions, including hiring, promotion, assignment, classification, or any other terms, conditions or privileges of employment of any matter directly or indirectly related to employment, disability or non-disability on a substantial basis.
 - c. Information and Reports: The COUNTY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit the Department of Justice, Office of Civil Rights, and its field offices to conduct investigations, audits, and inspections. Where any information is required by the Regulations, the COUNTY shall provide such information in accordance with the requirements of the Regulations. Where any information is required by the Regulations, the COUNTY shall provide such information in accordance with the requirements of the Regulations.
 - d. Information and Reports: The COUNTY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit the Department of Justice, Office of Civil Rights, and its field offices to conduct investigations, audits, and inspections. Where any information is required by the Regulations, the COUNTY shall provide such information in accordance with the requirements of the Regulations.
 - e. Statistics: The COUNTY shall maintain and submit to the Department of Justice, Office of Civil Rights, and its field offices, the statistics required by the Regulations, and shall permit the Department of Justice, Office of Civil Rights, and its field offices to conduct investigations, audits, and inspections. Where any information is required by the Regulations, the COUNTY shall provide such information in accordance with the requirements of the Regulations.
- 5. Incorporation of Provisions: The COUNTY shall include the provisions of paragraphs 1 through 11 in every subcontract, including procurements of materials and

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Page 10 of 12 Pages

- 15. Items of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The COUNTY shall take such action with respect to any subcontract or procurement as the COUNTY may deem necessary to ensure compliance with the Regulations, or directives issued pursuant thereto, and shall permit the Department of Justice, Office of Civil Rights, and its field offices to conduct investigations, audits, and inspections. Where any information is required by the Regulations, the COUNTY shall provide such information in accordance with the requirements of the Regulations.

16. All payments shall be made in accordance with the provisions of the contract and shall be made in accordance with the provisions of the contract and shall be made in accordance with the provisions of the contract.

17. The validity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

18. The COUNTY shall be responsible for keeping INDIOT currently advised as to the provisions of any law, ordinance, order, or decree that may affect the provisions of this Contract.

19. The COUNTY shall be responsible for keeping INDIOT currently advised as to the provisions of any law, ordinance, order, or decree that may affect the provisions of this Contract.

WARRICK COUNTY
 Robert H. Johnson, Jr., Member
 Signature and Title
 Date: 1-23-17

WARRICK COUNTY
 Dan Saylor, Vice-President
 Signature and Title
 Date: 1-23-17

WARRICK COUNTY
 Robert H. Johnson, Jr., Member
 Signature and Title
 Date: 1-23-17

WARRICK COUNTY
 Dan Saylor, Vice-President
 Signature and Title
 Date: 1-23-17

WARRICK COUNTY
 Robert H. Johnson, Jr., Member
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 Date: 1-23-17

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 Robert H. Johnson, Jr., Member
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 Date: 1-23-17

WARRICK COUNTY
 Dan Saylor, Vice-President
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 Signature and Title
 Date: 1-23-17

WARRICK COUNTY
 Dan Saylor, Vice-President
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 Date: 1-23-17

WARRICK COUNTY
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 Signature and Title
 Date: 1-23-17

WARRICK COUNTY
 Dan Saylor, Vice-President
 Signature and Title
 Date: 1-23-17

WARRICK COUNTY
 Robert H. Johnson, Jr., Member
 Signature and Title
 Date: 1-23-17

WARRICK COUNTY
 Dan Saylor, Vice-President
 Signature and Title
 Date: 1-23-17

WARRICK COUNTY
 Robert H. Johnson, Jr., Member
 Signature and Title
 Date: 1-23-17

Version 1/20/17

Page 11 of 12 Pages

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STATE OF INDIANA
 Department of Transportation
 Recommended for approval by:
 Steven Dutton, Director
 Contract Administration Division
 Date: _____
 Executed by:
 Joseph McGinnis, Commissioner
 Department of Administration
 Jason Robertson, Commissioner
 Date: _____
 State Budget Agency
 Jason D. Dutton, Director
 Date: _____
 Approved as to Form and Legality:
 Curtis T. Hill, Jr., Attorney General of Indiana
 Date: _____

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LPA - CONSULTING CONTRACT

Version 4-07-2016

This Contract with County is made and entered into effective as of 1/23/2017 (Effective Date) and between Warrick County (the CONSULTANT), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 159215d

Project Description: Bike and Pedestrian Facilities on Veau Rd. from SR 261 to Casey Rd.; Casey Rd. from Castle South Middle School to SR 261; from Oak Ridge sub division to Castle North Middle School; Old Hickory Subdivision to SR 261.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation (INDOT) for the Project Construction Contract is herein attached as Attachment I and incorporated in reference and WHEREAS, the LPA wishes the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith, NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A", which is herein attached as an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B", which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be October 31, 2023. A schedule of the payment of the Services and deliverables is set forth in Appendix "C", which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract in accordance with the schedule set forth in Appendix "D", which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$1,541,722.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C", which is herein attached to and made an integral part of this Contract.

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SECTION VI GENERAL PROVISIONS

1. Access to Records. The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the Contract for inspection or audit by third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

2. Assignment; Successors. Any substitution of the LPA, any substitution or termination of the SUB-CONSULTANT, or any assignment of the CONSULTANT's obligations under this Contract, shall require the prior written approval of the LPA and INDOT's Economic Opportunity Division Director.

3. Audit. The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid to it under this Contract. Any such audit shall be conducted in accordance with the guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. Authority to Bind Consultant. The CONSULTANT warrants that it has the necessary authority to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. Certification for Federal-Aid Contracts/Lobbying Activities. A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than this Contract, that neither the CONSULTANT nor any of its employees or agents is a member of Congress, or an employee of any federal agency, a Member of Congress, or an employee of any federal agency, the making of any federal grant, the making of any federal loan, the making of any federal appropriation, or the making of any federal contract, grant, loan, or cooperative agreement, and specifically, that:

- i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT for the performance of any part of the work under this Contract;
ii. The CONSULTANT is not an officer or employee of Congress, or an employee of any federal agency, a Member of Congress, or an employee of any federal agency, the making of any federal grant, the making of any federal loan, the making of any federal contract, grant, loan, or cooperative agreement, and specifically, that no federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT for the performance of any part of the work under this Contract.

6. Changes in Work. The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation for time in the absence of a prior written approval and acknowledgment by the LPA. The CONSULTANT shall not claim for additional compensation for time in the absence of a prior written approval and acknowledgment by the LPA.

7. Continuance with Laws. A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall be liable for the cost of any state or federal statute, or the promulgation of regulations thereunder, after enactment of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. State of Indiana Actions. The CONSULTANT has no current or outstanding criminal, civil, or administrative actions pending in any state or federal court, and shall not commence any such actions during the term of this Contract. During the term of such actions, the CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

ii. Professional Licensing Standards. The CONSULTANT, its employees and SUB-CONSULTANTS have complied with and shall continue to comply with all applicable laws, rules, regulations and ordinances governing the profession of the CONSULTANT pursuant to this Contract.

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entering into, or modification of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
- iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owns no outstanding reports with the Indiana Secretary of State.
- v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any Federal agency or Department of Defense contractor. If any such action is taken by the State or any political subdivision of the State, and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
- vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any Federal agency or Department of Defense contractor. If any such action is taken by the State or any political subdivision of the State, and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

- i. terminate this Contract; or
 - ii. deny, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to arbitration. Any award of damages or other relief shall be subject to the provisions of this section shall not be subject to penalty or interest under IC 5-1-7-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, and local laws. Payment will be made to the CONSULTANT only upon satisfactory completion of the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

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9. **Confidentiality of LPA Information.**

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Security numbers and other information. If any such information is disclosed to the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays shall be deemed to be an extension of time if the LPA agrees to such extension in writing. If any such extension is granted, the CONSULTANT shall be deemed to have agreed to such extension. It is understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions of time, the LPA reserves the right to terminate the Contract. The LPA reserves the right to terminate the Contract at its sole discretion if the CONSULTANT is unable to perform under this Contract the character or complexity of work the CONSULTANT is to perform under this Contract. The LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements**

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that the LPA will carry out the requirements set forth in the DBE-3 Form. The LPA reserves the right to terminate this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. These shall be the only basis for the award and administration of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentages goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and DBE State Economic Opportunity Branch of the Department of Transportation. Approved amendments shall be subject to the same performance standards as the original contract. All DBE SUB-CONSULTANTS who have performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity

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Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. **Non-Discrimination.**

A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate on the basis of race, color, national origin, sex, age, or religion in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, including recruitment and advertising. The CONSULTANT shall also not discriminate on the basis of race, color, national origin, sex, age, or religion in the performance of work under this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders regarding discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to the Uniformed Services University of the Health Sciences Act, the CONSULTANT shall not discriminate on the basis of race, color, national origin, sex, age, or religion in the performance of work under this Contract. The CONSULTANT shall also not discriminate on the basis of race, color, national origin, sex, age, or religion in the performance of work under this Contract. The CONSULTANT shall also not discriminate on the basis of race, color, national origin, sex, age, or religion in the performance of work under this Contract. The CONSULTANT shall also not discriminate on the basis of race, color, national origin, sex, age, or religion in the performance of work under this Contract. The CONSULTANT shall also not discriminate on the basis of race, color, national origin, sex, age, or religion in the performance of work under this Contract.

C. It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and the Rehabilitation Act of 1973. The CONSULTANT shall not discriminate on the basis of race, color, or national origin in the selection of subcontractors, vendors, or material suppliers, who participate in the project. The CONSULTANT shall also not discriminate on the basis of race, color, or national origin in the selection of subcontractors, vendors, or material suppliers, who participate in the project. The CONSULTANT shall also not discriminate on the basis of race, color, or national origin in the selection of subcontractors, vendors, or material suppliers, who participate in the project. The CONSULTANT shall also not discriminate on the basis of race, color, or national origin in the selection of subcontractors, vendors, or material suppliers, who participate in the project.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds: sex, ancestry, age, income status, religion and disability).

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to the project to persons with disabilities. (INDOT's Title VI enforcement will include the following additional grounds: sex, ancestry, age, income status, religion and disability).

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, vendors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, vendors or material suppliers, who participate in the project, right-of-way, structures and related projects.

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G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and Guidelines.

H. During the performance of this Contract, the CONSULTANT, for itself, its assigns and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of personnel, including procurement of materials and services. The CONSULTANT shall not discriminate directly or indirectly in the practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitation for SUBCONSULTANTS, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified of the CONSULTANT's nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations, including but not limited to, but not restricted to, its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT by the Regulations is not readily available, the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, if the CONSULTANT or SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes:

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue to perform its obligations under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and costs) incurred by the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following which the party giving notice may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification:

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT'S workplace has been convicted of a crime involving the production, distribution, sale, or possession of a controlled substance, or the use of a controlled substance in violation of the certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - I. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, sale, possession or use of a controlled substance is prohibited, and specifying the actions that will be taken against employees for violations of such prohibition;
 - II. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'S policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

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- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that, as a condition of employment, the employee must certify that he/she is not a convicted drug offender; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing, the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.ii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.ii(2) above of a conviction imposing the following sanctions or penalties on such employee: (1) appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

Employment Eligibility Verification. The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien. The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-3-1-7-3. The CONSULTANT is not required to participate in the E-Verify program if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUBCONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUBCONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT shall maintain this certification throughout the duration of the term of a contract with a SUBCONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of terrorism, sabotage, war, riots, or other causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description of the reasonable determination of the party of the occurrence of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance, whenever and to whatever extent possible. Upon receipt of such written notice, the party so affected shall immediately give written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

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17.

Consent to Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

18.

Liability. If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19.

Indemnification. The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees to make good each and every claim, demand, suit, action, damage, loss, cost, liability, or expense caused or incurred by the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-23-12.5, the LPA shall not provide such indemnification to the CONSULTANT.

20.

Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any third party (including independent contractors) engaged by either party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

21.

Insurance - Liability for Damages

A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent errors or omissions. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the CONSULTANT has relied. The CONSULTANT shall not be held liable for any claims arising from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of preparing and submitting any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

C. The CONSULTANT shall be responsible for damages including but not limited to direct and consequential damages caused by the CONSULTANT or its SUB-CONSULTANTS, or any agent or consultant of the LPA, in losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

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D.

The CONSULTANT shall be required to maintain in full force and effect, insurance as described herein for the performance of the Services under this Contract. The CONSULTANT shall not be held liable for damages or claims for which the CONSULTANT is insured on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E.

The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverages established by the LPA. The CONSULTANT shall be held liable for the negligence of its consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F.

The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention shall be the responsibility of the CONSULTANT. The CONSULTANT shall be held liable for any claims for which the CONSULTANT or its SUB-CONSULTANTS, or any agent or consultant of the LPA, is insured on any policies. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT performance, Work Types 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 10.1 - aggregate for all claims for negligent performance, for Work Types 2, 3, 4, 1, 4, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 10.1 - \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. Coverage shall be in the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Performance, Work Types 2, 1, 6, 1, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 10.1 - aggregate for all claims for negligent performance, Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

- 1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
- 2. The policy shall provide thirty (30) days notice of cancellation to LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT'S business, for an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate. Coverage shall include the term "automobile" shall include private passenger auto, trucks, and similar type vehicles

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licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

- 1. Contractual Liability coverage shall be included.
- 2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

- 1. When necessary to use watercraft for the performance of the CONSULTANT'S Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT shall obtain watercraft liability insurance covering the watercraft shall carry watercraft liability insurance that shall include Bodily Injury & Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
- 2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act

3. The policy shall provide thirty (30) days notice of cancellation to the LPA.

4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

- 1. When necessary to use aircraft for the performance of the CONSULTANT'S Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
- 2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
- 3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22.

Merger and Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be binding on either party. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23.

Notice to Parties: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

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Notices to the LPA shall be sent to:
Mr. Robert B. Howard, PE, ERC
Warrick County Highway Engineer
107 W. Locust Street
Boonville, IN 47608

Notices to the CONSULTANT shall be sent to:
Mr. Richard T. O'Connor, President
RQAW Corporation
10401 N. Meridian Street, Suite 401
Indianapolis, IN 46250

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a copy of the Notice shall be deposited with the United States mail properly addressed, or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by e-mail or by email shall not be effective.

2-4. Order of Precedence Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RQAW's Addendum, (3) the "Specifications" for the Work, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

2-5. Ownership of Documents and Materials. All documents, records, programs, plans, files, tapes, articles, drawings, and other materials prepared by the CONSULTANT for use in the performance of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work") shall be deemed to be the property of the LPA. The CONSULTANT agrees to execute and deliver such materials to the LPA in accordance with the requirements of this Contract. The LPA shall not be prohibited to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any and all damages to the Work or any equipment, materials, or supplies used or supplied by the CONSULTANT to develop or assist in the Services provided herein, which the LPA shall not be responsible for. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product and all equipment, materials, or supplies used or supplied by the CONSULTANT to develop or assist in the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or encroach upon the intellectual property or other rights of any third party. The CONSULTANT shall not be responsible for any claims, damages, or losses, including reasonable attorneys' fees and expenses, arising from the Work Product. The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

2-6. Payments. All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

2-7. Fees, Interest and Attorney's Fees. The LPA will in good faith perform its required obligations hereunder and shall not be liable for any penalties, fines, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

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2-8. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) list of existing major sources of air pollutants under title 40 of the Clean Air Act, as amended; and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

2-9. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

3-0. Status of Claims. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be deemed to have waived its right to recover any such damages if it fails to give such notice. The CONSULTANT shall send notice of claims related to work under this Contract to:

3-1. Subcontractor Acknowledgment. The CONSULTANT agrees that requests and warrants to the LPA that the CONSULTANT will obtain signed Sub-consultant Acknowledgment forms from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgment forms to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

3-2. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

3-3. Taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

3-4. Termination for Convenience.

A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the date of termination. The CONSULTANT shall be deemed to have accepted such termination if such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, drawings, or other materials prepared by the CONSULTANT for use in the performance of this Contract shall be the property of the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand by the LPA, the LPA shall pay the CONSULTANT reasonable attorneys' fees and expenses (including reasonable attorneys' fees and expenses) it may sustain by reason thereof.

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3-5. Termination for Default.

A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if:

- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such breach is not corrected or cured within ninety (90) days from such notice to effect such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

B. If the LPA terminates this Contract in whole or in part, it may accept, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree upon price for Services may cause the LPA to determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. Default by the LPA. If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the CONSULTANT. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and terminate the high-priority contract materials due up and make such other arrangements as may be deemed reasonable. For purposes of this clause, the term "cure" is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure. If the LPA promptly commences and diligently pursues such cure and the LPA is not able to effect such cure, the LPA shall be deemed to have terminated this Contract prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

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- 36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and the party claiming to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed as a waiver of any rights of the CONSULTANT. The CONSULTANT shall be and remains liable to the LPA in accordance with applicable law for all work performed under this Contract.
- 37. **Work Standards/Conditions of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all work set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
- 38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to create any liability (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
- 39. **No Investment in Loan.** As required by IC 36-9-2-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences set forth in IC 36-9-2-16.5(d).
- 40. **Assignment of Contract/Change Orders.** THE CONSULTANT agrees to the State all rights, title and interest in and to any claims the CONSULTANT may have, or may acquire, under state or federal statutes laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, acted in any way to enter into any combination, collusion or agreement to execute or cause the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understood the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

Richard T. O'Connor
Signature

Richard T. O'Connor, President
(Print or type name and title)

LOCAL PUBLIC AGENCY

Dan Saylor
Signature

Dan Saylor
(Print or type name and title)

Marlin Weishelt
Signature

Marlin Weishelt
(Print or type name and title)

Attest:
Robert Johnson
Signature

Robert Johnson
(Print or type name and title)

(Print or type name and title)

**WARRICK COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 2017-04**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA ESTABLISHING VARIOUS LOCATIONS
FOR THE PLACEMENT OF STOP SIGNS**

WHEREAS, Indiana Code § 36-9-2 *et seq.*, and Section 70.02 of the Warrick County Code of Ordinances authorize the Warrick County Board of Commissioners to determine certain regulations concerning traffic control signs, signals and devices; and

WHEREAS, that pursuant to Section 72.02 of the Warrick County Code of Ordinances, the Warrick County Highway Department shall have the power to place and maintain traffic control signs, signals and devices when and as required in order to regulate traffic in accordance with the declarations and determination of the Warrick County Board of Commissioners; and

WHEREAS, the Warrick County Highway Engineer conducted a traffic investigation and recommended to the Warrick County Board of Commissioners that stop signs be placed at various locations throughout Warrick County to regulate traffic and promote safety; and

WHEREAS, the Warrick County Board of Commissioners have reviewed the recommendation of the Warrick County Highway Engineer and declare that the placement of various stop signs would be in the best interest and safety of the residents of Warrick County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Warrick County, Indiana as follows:

A stop sign shall be placed at the Southeast corner of the intersection of Park Place Drive and Peachwood Drive. Further, the stop sign currently located at the Southeast corner of the intersection of Ande Drive and South Vann Road shall be removed and placed at the Northeast corner of that intersection to stop traffic traveling Westbound on South Vann Road.

Passed and adopted by the Warrick County Board of Commissioners this 23rd day of January, 2017.

**WARRICK COUNTY
BOARD OF COMMISSIONERS**

Marlin Weishelt
Marlin Weishelt, President

Dan Saylor
Dan Saylor, Vice President

Robert Johnson
Bob Johnson, Member

Commissioners Resolution No. 2017-04

ATTEST:

Deborah K. Stevens
Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd I. Glass
Todd I. Glass, Esq. #13982-18
FINE & HATFIELD, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

Contract No: R -30473 INDIANA Department of Transportation Change Order No.: 001
Construction Change Order and Time Extension Summary Page: 1

District: VINCENNES DISTRICT Contract No.: R -30473 Letting Date: 1/16/2016 Status: Draft
AE: Schum, Curtis PE/S: Price, Tyler

Change Order Information Change Order No.: 001 EWA: Y or Force Acct: N
Date Generated: 01/17/2017 Date Approved: 00/00/0000

Reason Code: ERRORS & OMISSIONS, Item Related Description: INAW Non-Participating Water Main Items \$ 6,072,995.00
Original Contract Amount \$ 0.00
Current Change Order Amount \$ 0.00
Total Previous Approved Changes \$ 0.00
Total Change To-Date \$ 0.00
Modified Contract Amount \$ 6,072,995.00

Percent: 0.000 %
Percent: 0.000 %
Percent: 0.000 %

Time Extension Information

Date Initiated 00/00/0000
Original Contract Time

Date Completed 00/00/0000
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:
Current Time Extension
Previous Time Approved

SS Days 0 SP Days 0 SP Days Value \$ 0.00
SS Days by AE: DCE: SCE: DDCM:
SS Days SP Days Value \$

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

Contract No: R -30473 INDIANA Department of Transportation Change Order No.: 001
Construction Change Order and Time Extension Summary Page: 2

Review and Approval Information

Required Approval Authority
(\$ per Change Order)
(Days per Contract)

AE: DCE: SCE: DDCM:
(- LE \$ 250K-) (- LE \$ 760K-) (- LE \$ 2 M-) (- GT \$ 2 M-)
(50 SS days) (100 SS days) (200 SS days) (GT 200 SS days)

Verbal Approval Required?
Total Change To-Date > 5%?
Scope/Design Recommendation
Required?

Y / N if Y, by Date Issued
Y / N if Y, Copy to Program Budget Manager
Y / N if Y, Referred to Project Manager (PM)

Approval Authority Concurs with PM?

Date to PM Date Returned

If N, Resolution: Approved Disapproved

Resolved by Date

LPA Signatures Required?

Y / N if Y, Date to LPA Date Returned

FHWA Signatures Required?

Y / N if Y, Date to FHWA Date Returned

Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer Date

Comments:

Contract No:R -30473
Change Order No:001

INDIANA
Department of Transportation

Date:01/17/2017
Page: 3

Contract	R -30473	State:0500636	Item Code	Unit	Unit Price	Comment	Amount Change
Project:	0500636	001					-23,400.00
Change Order Nbr:	001						
Change Order Description:	INAW Non-Participating Water Main Items ERRORS & OMISSIONS, Item Related						
Reason Code:			CO QV				
CLN	0500636	PLN	715-07800	LFT	130.000	-150.000	
0179	Description: PIPE STEEL CASING Supplemental Description1: .24 IN.						
0180	Description: PIPE INSTALLATION, TRENCH LEG, 12 IN. Supplemental Description1: Supplemental Description2:						
0183	Description: PIPE STEEL CASING Supplemental Description1: .24 IN. Supplemental Description2:						
0184	Description: PIPE INSTALLATION TRENCH,LESS 12 IN. Supplemental Description1: Supplemental Description2:						

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended, General or Standard Change Order Explanation
 Change Order #1 was created to resolve an issue with two bid items on the Contract. The two items are #0179, Pipe Steel Casing, 24 In. Inside Diameter, Trenchless, 12 In. The two pay items are for the Indiana American Water relocation included as part of this contract. There were two pay items #0179 and #0180 that were added to the contract but did not. This change order will deduct the quantities from #0179 and #0180 and add two new items #0183 and #0184 but marked as non-participating.

Change Order Explanation for Specific Line Item
 It is the intent of the parties that this change order is full and complete compensation for the work describe above. Notification and consent to this change order is hereby acknowledged.

Contractor: DBI CONSULTING INC Signed by:

Date: 1/17/17
 NOTE: Other required State and FHWA signatures will be obtained electronically through the eSignManager system.

Contract No:R -30473
Change Order No:001

INDIANA
Department of Transportation

Date:01/17/2017
Page: 4

Approved by:
 (TITLE) Contractor
 (TITLE) Contractor
 PERS: _____
 APPROVED FOR LOCAL PUBLIC AGENCY

 (DATE) 1/23/17
 (DATE) 1/23/17
 APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

 (TITLE) _____
 (TITLE) _____
 PERS: _____

Submitted for consideration
 APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level Name of Approver Date Status



Purchase Order
Indiana Department of Transportation
 Approved by Government Leadership Team 001

Vendor Remit to: **JBI CONSTRUCTION, INC**
 JBI CONSTRUCTION, INC
 EVANSVILLE IN 47725

Vendor Address: **JBI CONSTRUCTION, INC**
 JBI CONSTRUCTION, INC
 EVANSVILLE IN 47725

Vendor Contact: _____
 Email: _____
 Phone: _____

Ship To: _____

Bill To: _____

Buyer: _____

Order # 000108278 REMIT001
 Date 01/17/2017
 Requisition Number 000108170
 Agency ID 00800
 Agency Name 56 Days in Advance
 Pay Terms 05/25/2016
 Order # 000108278
 Order # 000108278
 Order # 000108278
 Order # 000108278

Item No.	Description	Unit	Qty	Unit Price	Extended Amt.
1	100% LOCAL MANUFACTURED CONCRETE PAVEMENT, PLN 110, PLN 111, PLN 112, PLN 113, PLN 114, PLN 115, PLN 116, PLN 117, PLN 118, PLN 119, PLN 120, PLN 121, PLN 122, PLN 123, PLN 124, PLN 125, PLN 126, PLN 127, PLN 128, PLN 129, PLN 130, PLN 131, PLN 132, PLN 133, PLN 134, PLN 135, PLN 136, PLN 137, PLN 138, PLN 139, PLN 140, PLN 141, PLN 142, PLN 143, PLN 144, PLN 145, PLN 146, PLN 147, PLN 148, PLN 149, PLN 150, PLN 151, PLN 152, PLN 153, PLN 154, PLN 155, PLN 156, PLN 157, PLN 158, PLN 159, PLN 160, PLN 161, PLN 162, PLN 163, PLN 164, PLN 165, PLN 166, PLN 167, PLN 168, PLN 169, PLN 170, PLN 171, PLN 172, PLN 173, PLN 174, PLN 175, PLN 176, PLN 177, PLN 178, PLN 179, PLN 180, PLN 181, PLN 182, PLN 183, PLN 184, PLN 185, PLN 186, PLN 187, PLN 188, PLN 189, PLN 190, PLN 191, PLN 192, PLN 193, PLN 194, PLN 195, PLN 196, PLN 197, PLN 198, PLN 199, PLN 200, PLN 201, PLN 202, PLN 203, PLN 204, PLN 205, PLN 206, PLN 207, PLN 208, PLN 209, PLN 210, PLN 211, PLN 212, PLN 213, PLN 214, PLN 215, 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R-30473 Lincoln Avenue Phase III Indiana American Water Relocation Bid Items

Item Number	Description	Unit	Unit Price	Quantity	Total
0002	Construction Engineering, Water Main Relocation	LS	\$50,000.00	1.00	\$50,000.00
0011	Job and Demol, Water Main Relocation	LS	\$15,700.00	1.00	\$15,700.00
0013	Removal of Old Pipe	EA	\$150.00	21.00	\$3,150.00
0016	Fire Hydrant Assembly, Remove	EA	\$4,200.00	3.00	\$12,600.00
0062	Tapping Sleeve with Valve	EA	\$650.00	18.00	\$11,700.00
0072	Water Main, Cut and Cap	EA	\$2,500.00	20.00	\$50,000.00
0073	Water Main, 12 in., Restrained Gate, Ductile Iron, 12 in.	EA	\$2,500.00	20.00	\$50,000.00
0074	Valve, With Box, Restrained Gate, Ductile Iron, 8 in.	EA	\$3,150.00	21.00	\$24,150.00
0076	Water Service line	LFT	\$30.00	868.00	\$25,980.00
0077	Water Main, 12 in.	LFT	\$24.00	177.00	\$4,248.00
0095	Water Main, 12 in.	LFT	\$2,000.00	5.00	\$10,000.00
0115	Pipe Steel Casing, 24 in.	EA	\$130.00	180.00	\$23,400.00
0179	Pipe Installation, Trenchless, 12 in.	LFT	\$120.00	156.00	\$18,720.00
0180					\$774,424.00

RESOLUTION 2017-05

RESOLUTION OF THE WARRICK COUNTY COMMISSIONERS DECLARING A PUBLIC SAFETY EMERGENCY AND GRANTING THE WARRICK COUNTY SHERIFF POWERS TO APPOINT SHERIFF'S DEPUTIES

WHEREAS, the Warrick County Sheriff's Department is charged with the promotion of public safety, the conservation of the public health, the maintenance of the peace, and the prevention and detection of crime; and

WHEREAS, the Warrick County Sheriff has notified the Board of Commissioners of Warrick County that the pool of qualified candidates who have applied for employment as deputies of the Warrick County Sheriff's Department has been depleted whereby serious and ongoing manpower shortages could occur in the near future unless immediate action is taken to identify and hire qualified deputies; and

WHEREAS, the Warrick County Sheriff has requested the Board of Commissioners of Warrick County declare a public safety emergency pursuant to I.C. 36-8-10-6 that for the immediate hiring of qualified deputies in order to (a) promote the public safety, (b) conserve the peace, (c) to repress, prevent and detect crime, and (d) to apprehend criminals for the public safety and well-being of the residents of Warrick County; and

WHEREAS, the Warrick County Sheriff shall be able to expend already budgeted funds from the Warrick County Sheriff's Department current year budget for the deputy salaries for the individuals so appointed by the Sheriff; and

WHEREAS, any deputies appointed by the Warrick County Sheriff pursuant to this emergency resolution shall immediately apply through their normal employment process within the Warrick County Sheriff's Department and their appointment shall be subject to the normal employment process as soon as the emergency has ended as determined by the Warrick County Sheriff.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Warrick County, Indiana, as follows:

- 1) That a public safety emergency exists pursuant to I.C. 36-8-10-6 due to the exhaustion of the pool of qualified candidates for deputies of the Warrick County Sheriff's Department and that the Board of Commissioners of Warrick County has hereby granted emergency powers to appoint qualified deputy sheriffs pursuant to the statute until the Warrick County Sheriff deems the emergency to end; and
- 2) The powers granted the Warrick County Sheriff is made to promote public safety and conserve the peace; to repress, prevent, and detect crime; and to apprehend criminals; and
- 3) The Board of Commissioners of Warrick County authorize the Warrick County Sheriff to expend already budgeted funds from the Warrick County Sheriff's

Page 1 of 2

RESOLUTION 2017-05

Department current year budget for the deputy salaries for the individuals so appointed by the Sheriff, and authorizes the Sheriff to encourage the deputies so appointed to apply through the normal employment process for probationary employment as soon as the Warrick County Sheriff determines the emergency has ended; and

- 4) The Warrick County Sheriff shall immediately report to the Board of Commissioners when the emergency has ended at which time the powers granted in this Resolution shall terminate.

Passed and adopted by the Warrick County Board of Commissioners this 23rd of January, 2017.

WARRICK COUNTY BOARD OF COMMISSIONERS

Marlin Weisheit, President Dan Saylor, Vice President Robert H. Johnson, Jr. Member

ATTEST:

Deborah K. Stevens, Auditor Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd I. Glass, Esq. #13982-18 FINE & HATFIELD, A Professional Corporation 520 N.W. Second Street, P.O. Box 779 Evansville, Indiana 47705-0779 Telephone: (812) 425-3592 Warrick County Attorney

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into this 23 day of Jan, 2017 by and between Dossett Consulting, LLC (hereinafter "Consultant") and Warrick County, Indiana (hereinafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- (1) **Scope of Services.** Consultant shall perform in a professional manner the services as detailed in Exhibit A.
- (2) **Term.** This Agreement shall be in full force and effect for the term as stated in Exhibit A and Exhibit B.
- (3) **Compensation.** Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) **Termination.** Client or Consultant may terminate this Agreement for any reason upon thirty (30) days prior written notice to Consultant or Client. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and for the time spent by Consultant in performing the Services prior to the effective date of the Agreement, in no event shall the making of such payment constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.

(5) **Services and Materials to be Furnished by Client.** Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the Services. Client shall provide all such data, and shall have no liability to Consultant whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.

(6) **Records and Inspections.** Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement. Consultant shall complete the records and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's

employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

(7) **Copyright for Consultant's Proprietary Software.** To the extent that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software nothing contained herein shall be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.

(8) **Limitation of Liability.** Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the value of the contract.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within 1 year after the date on which Consultant completes performance of the services specified in this Agreement.

(9) **Consultant Liability if Audited.** Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Consultant shall, upon notice of audit, make work papers and other records available to the auditors.

(10) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

To County:
Warrick County
Auditors Office
One County Square, Suite 214
Boonville, IN 47601

To Consultant:

Dossett Consulting, LLC.
7411 Oceanline Drive
Indianapolis, IN 46214

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

(11) **Changes.** The terms of this Agreement may be changed via a mutually executed written instrument.

(12) **Antidiscrimination.**

Pursuant to IC 22-9-1-10 the Consultant agrees that neither Consultant or its sub-contractors shall discriminate against any employee or applicant for employment to be

employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicants race, religion, gender, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

(13) **Miscellaneous.**
a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or otherwise, to third persons.

b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose. Consultant and Consultant's employees shall comply with IC 36-1-21-5 and IC 36-1-21-6. Should any part thereof be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement shall be deemed to be a complete and final agreement or documents incorporated herein by any additional or supplementary document or conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, inurlament, fire, flood, storm, pliosions, earthquakes, acts of God, war, governmental action, labor disputes, or other causes beyond the control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

h. The Consultant certifies that at the time of entering into this contract any elected official of the same. The Consultant hereby certifies it is not a relative of the County ordinance of the Warrick County Government.

i. The Consultant certifies that at the time of entering into this contract neither the Consultant nor any of its principals or employees engages in investment activities with the nation state of Iran, as said activities are defined in IC 5-22-16.5-8.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of this date written on the first page.

Warrick County, Indiana

By:  (Board of Commissioners)

By:  (Board of Commissioners)

By:  (Board of Commissioners)

ATTEST:

By:  (County Auditor)

Dossett Consulting, LLC.

By:  Jeff Dossett

Jeff Dossett, Owner

EXHIBIT A
Term and Scope of Services

This Agreement will be in effect this 23 day of JAN, 2017. Consultant provided two (2) options related to the State's Services performance of the duties identified in Exhibit B of this agreement. The County official should place a check mark next to and initial the chosen contract period.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. All of the services herein shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully trained to perform the services herein. Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws. Consultant and Consultant's employees will comply with IC 22-5-1.7 see Exhibit C.

Consultant will subcontract with MGT of America, Inc. at Consultant's expense to utilize the subcontractor's proprietary cost allocation software for the output of the final cost allocation plans. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the MGT of America, Inc. software, remains with MGT of America, Inc.

The Consultant shall perform the following services:

- A. Development of a central services cost allocation plan, which identifies the various costs incurred by the County to support and administer Federal and State programs. The plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc.
- B. Negotiation of the complete cost allocation plan with the representatives of the federal cognizant agency or its designee if required.
- C. Assistance in preparing the claims to the State for recovery of funds due the County from the Federal and State of Indiana governments. Consultant will also monitor the progress of claims through the State to ensure the County receives recoveries due it. Said Monitoring is accomplished when the State provides Consultant with a Remittance Notice, which details reimbursement amounts to each participating County. Consultant will review "Remittance Notice" to verify amount claimed was basis for State remittance.
- D. Consultant shall defend Client under audit for a period of three (3) years without cost to the Client.

EXHIBIT B
Compensation

Multi-Year Option

Please check and initial your choice of contract:

For services provided as set forth in Exhibit A, the Client agrees to pay Consultant a sum not to exceed \$6,000.00 (Six Thousand Dollars) for one cost allocation plan for year-end financial data for 2016 for use in 2018 and associated services required herein. The Consultant agrees to complete the project and all services as further provided herein for said sum.

OR _____ (initials)

For services provided as set forth in Exhibit A, the Client agrees to pay Consultant a sum not to exceed \$17,700.00 (Seventeen Thousand Seven Hundred Dollars) for three cost allocation plans at a cost of \$5,900.00 each for year-end financial data for 2016 for use in 2018, year-end financial data for 2017 for use in 2019; and financial data for 2018 for use in 2020 and associated services required herein. The Consultant agrees to complete the project and all services as further provided herein for said sum.

 (initials)

Consultant will render to Client one invoice per cost plan completed upon delivery of the final cost plan to the Client for the fees specified herein, with payment due by Sixty (60) days after each submission.

EXHIBIT C
E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11.1, the Consultant entering into a contract with the County is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Consultant is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned on behalf of the Consultant, being first duly sworn, deposes and states that the Consultant does not knowingly employ or intend to employ any undersigned further affirms that, prior to entering into its contract with the County, the undersigned Consultant will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Consultant: Dossett Consultant, LLC.
By: *Jeff Dossett*
Printed Name: Jeff Dossett
Title: Owner

STATE OF INDIANA
COUNTY OF Montgomery SS:

2016 Subscribed and sworn to before me this 23 day of November, 2016

My commission expires: December 18, 2017 / Signed: *Roger Wayne Corbary*
County, State of Indiana



STATE OF INDIANA)
COUNTY OF WARRICK) SS: BEFORE THE BOARD OF COMMISSIONERS
OF WARRICK COUNTY, INDIANA

FIRST AMENDMENT TO AGREEMENT AND ORDER FOR TEMPORARY CLOSURE OF A PORTION OF TECUMSEH AND EBY ROADS

This FIRST AMENDMENT TO AGREEMENT AND ORDER FOR TEMPORARY CLOSURE OF A PORTION OF TECUMSEH AND EBY ROADS, dated November 1, 2016, ("Amendment"), by and between Midwest Coal Reserves of Indiana, LLC and American Land Holdings of Indiana, LLC (hereinafter called "American Land Holdings"), by certificate of merger dated April 3, 2017, a wholly owned subsidiary of Peabody Energy Corporation, a Delaware Corporation with principal offices located at 701 Market Street, St. Louis, Missouri 63101-1826, and the Honorable Board of Commissioners of Warrick County, Indiana (hereinafter called "Board"); having heard evidence thereon and being duly advised, now finds and agrees as follows:

1. Millings and Stockpiling of Millings: American Land Holdings will remove and grind the road surface to that portion of Tecumseh Road (CR 1000 N) in Hart Township, Warrick County, Indiana, which will actually be mined through by mining operations of the mine. In addition, such millings shall be transported and stockpiled a maximum of one mile to a location, convenient and acceptable to both parties. The Millings will be the property of the Board and must be removed from the stockpile location within six months; otherwise the Board releases ownership to American Land Holdings. American Land Holdings will provide the Board with one week's notice before removal of Tecumseh Road's hard surface to accommodate loading the Millings directly into Board's supplied trucks.
2. Restoration:
 - a. For the avoidance of doubt, the parties intend to replace and restore Tecumseh and Eby Roads to their current or better condition, regardless of whether or not the roads are actually mined through by the mine.
 - b. Notwithstanding any other provision to the contrary, and in lieu of performing the work or making any other payments, upon replacement of Tecumseh Road base according to the Board's specification and approval, if mined through, and/or the reopening of the roads which have not been mined through, American Land Holdings will make a payment to the Board ("Payment"). The Payment will be based on that year's Board bid costs for asphaltting of other similar county roads. The Board can use the payment at their discretion.
 - c. Upon Board's approval of the closed portions of Tecumseh and Eby Roads being returned to at least, if not better than, their current condition, and Payment submitted by American Land Holdings and received by Board, the Board agrees to release American Land Holdings of any future road repair or maintenance obligations to these portions of Tecumseh and Eby Roads and release the surety bond in the amount of

\$350,000.00 for Tecumseh Road and \$85,000 for Eby Road, for a total of \$435,000.00, payable to Warrick County in full and complete satisfaction of American Land Holdings obligations within the Agreement.

3. All other terms and conditions of the Agreement are hereby ratified and reaffirmed.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED by the Board of County Commissioners of Warrick County, Indiana, that the findings of this Board as above set forth shall be and are hereby incorporated in and made this First Amendment to Agreement and Order of this Board without further repetition or enumeration therefore, and the same as if expressly herein set forth.

Approved this 9th day of May, 2017.

BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA


Dan Saylor


Martin Weisheit

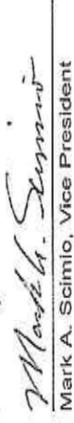

Robert H. Johnson, Jr.

ATTEST:

Deborah K. Stevens, Auditor of Warrick County, Indiana

The foregoing First Amendment, findings and order of the Board of County Commissioners of Warrick County, Indiana, are hereby accepted and agreed to by American Land Holdings of Indiana, LLC.

AMERICAN LAND HOLDINGS OF INDIANA, LLC


Mark A. Scimio, Vice President

